

RESOLUTION NO. 2014 - 268

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-43 AND TO EXECUTE AN AGREEMENT TO COMPLETE CONSTRUCTION OF INFRASTRUCTURE RELATED TO THE SILVER CREEK ASSISTED LIVING FACILITY COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT.

RECITALS

WHEREAS, the County desires to enter into a contract with V. J. Usina Contracting, Inc. to provide services for construction of infrastructure related to the Silver Creek Assisted Living Facility Community Development Block Grant Project; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary to complete construction of infrastructure and utility improvements; and

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

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

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

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

Section 2. The County Administrator, or his designee, is hereby authorized to award St. Johns County Bid No.14-43 to V. J. Usina Contracting, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, or his designee, is further authorized to execute a contract in substantially the same form and format as attached hereto with V. J. Usina Contracting, Inc. on behalf of the County for the completion of the work as specifically provided in Bid No 14-43.

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 7th day of October, 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 10/10/14



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contracts Manager
SUBJECT: Transmittal of Bids Received for Bid No. 14-43, Silver Creek Infrastructure Construction (CDBG)
DATE: January 29, 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.

Department Head Approval [Signature]
Date 9-16-14
Budget Amount \$896,753.00
Account Funding Title TIF-STATE GRANT
TIF-EMPTY OF BLDG.
Funding Charge Code 1114-55305-1158-56301
1114-56301-1158-56301
Award to V. J. USINA CONTRACTING, INC.
Award Amount \$896,753.00

ST. JOHNS COUNTY
SEP 16 2014
PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

LD
LEIGH DANIELS
SHARON HALUSKA

OPENED BY
TABULATED BY
VERIFIED BY

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

BID TITLE SILVER CREEK INFRASTRUCTURE CONSTRUCTION
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BID NUMBER 14-43

OPENING DATE/TIME January 29, 2014 2:00 PM

POSTING DATE/TIME FROM 01/29/14 3:00 PM
UNTIL 02/03/14 3:00 PM

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	BID BOND	ADDENDUM # 1			
UNITED BROTHERS DEVELOPMENT CORP	\$998,096.00	Yes	Yes			
WESTWIND CONTRACTING INC	\$947,317.00	Yes	Yes			
CALLAWAY CONTRACTING INC	\$1,210,000.00	Yes	Yes			
J.B. COXWELL CONTRACTING INC	\$1,076,400.08	Yes	Yes			
V.J. USINA CONTRACTING INC	\$896,753.00	Yes	Yes			

BID AWARD DATE -

BID NO.: 14-43 Silver Creek Infrastructure Construction Community Development Block Grant															
COMPANY NAME	Attachments										License/ Certs	Addenda	Bid	Notes	
	BASE BID	A	B	C	D	E	F	G	H	I					J
United Brothers Development Corp	\$998,096.00	X	X	X	X	X	X	X	X	X	X	X	X	X	Prime - FDOT Pre-Qual included Subs - No Pre-Qual Certs Provided
Westwind Contracting, Inc.	\$947,317.00	X	X	X	X	X	X	X	X	X	X	GC/CUC	X	X	Prime - FDOT PRE-QUALIFIED IN ALL WORK CLASSES
Callaway Contracting, Inc.	\$1,210,000.00	X	X	X	X	X	X	X	X	X	X	GC/CUC	X	X	Prime - FDOT PRE-QUALIFIED IN ALL WORK CLASSES
J. B. Coxwell Contracting, Inc.	\$1,076,400.08	X	X	X	X	X	X	X	X	X	X	GC/CUC	X	X	No FDOT Pre-Qualification Certificates submitted
V. J. Usina Contracting, Inc.	\$896,753.00	X	X	X	X	X	X	X	X	X	X	CUC	X	X	Prime - FDOT PRE-QUALIFIED IN ALL WORK CLASSES

NOTE: Submission of Attachment "I" was deleted per Addendum 1. This form to be submitted by successful bidder with contract.

BID NO.: 14-43

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, January 29, 2014**, by Sharon Haluska, Contract Administrator, (904)209-0156, St. Johns County Purchasing Department located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for **Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction**. 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 shall include all labor, materials, equipment, and other items necessary for construction of roadway, underground utilities, stormwater utilities, and a sanitary lift station as part of Silver Creek Assisted Living Facility. The project includes construction of a paved entry road including a turn lane from State Route 207, installation of water, sewer, and stormwater utilities, installation of a sanitary lift station, and installation of landscaping and irrigation. This project is part of a Community Development Block Grant (CDBG) and as such is subject to all grant requirements for construction contracts as contained in the bid documents including Davis Bacon requirements.

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida, have a current Certified Underground Utility Contractor or Certified General Contractor license and must have successfully constructed, as a Prime Contractor or Subcontractor, at least **three (3)** projects of the type, size and dollar value of the proposed project in the last **five (5)** years. The Prime Bidder must have been in business as a Contractor under the bidding company name for at least **five (5)** years. The Prime or Subcontractor performing the roadway portion of the work must be currently pre-qualified by FDOT in the following work classes: **1) Grading 2) Paving 3) Drainage**. The bidding contractor must provide proof of prime **AND** subcontractor qualifications with the bid proposal. No change to the subcontractor(s) shall be made either before or after contract award ***without prior approval of the County.***”

The goals for minority and female participation for this project are: Minority participation – 6.9% and Female participation – 21.8%. A list of CDBG recognized or acceptable programs are shown in the Supplemental Conditions contained in the bid documents.

There will be a Non-Mandatory Pre-Bid Conference on **Tuesday, January 7, 2014, at 9:00 A.M.** at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084. **The deadline for questions for this bid shall be Wednesday, January 15, 2014 at 4:00 P.M.** It is recommended that potential bidders complete a thorough plan review prior to the Pre-Bid Conference.

Copies of Bidding Documents may be obtained from Matthews Design Group, Inc, c/o John P. Grady, P.E., 7 Waldo Street, St. Augustine, FL 32084, (904) 826-1334, john@matthewsdesign.net, for the sum of \$100.00 per set, which is non-refundable. Make checks payable to Matthews Design Group. Electronic (pdf) copies of the bid documents will be made available to purchasers of the hardcopy documents. Hard copy plans (drawings) are the official documents and shall take precedence in the event of any discrepancies. It is the bidder's responsibility to ensure plans are downloaded and printed on the appropriate size sheets to maintain integrity of the data and scale of the drawings.

Any and all technical questions relative to this project shall be directed in writing to John P. Grady, P.E., Project Manager, Matthews Design Group, Inc, 7 Waldo Street, St. Augustine, FL 32084 (904)826-4547, john@matthewsdesign.net. Any and all procurement or bid process questions shall be directed to Sharon Haluska, St. Johns County Purchasing Department, (Fax) (904) 209-0157, shaluska@sjcfl.us. The deadline for all questions shall be Wednesday, January 15, 2014 at 4:00 P.M.

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by 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.

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

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

January 22, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-43 Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction

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

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

Proposers on the Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Proposal Documents and Specifications. These items shall have full force and effect as the Proposal Documents and Specifications and cost involved shall be included in the Proposal Contract Prices. Proposals to be submitted on the specified bid date shall conform with the additions/deletions/revisions listed herein.

ANSWERS TO QUESTIONS RECEIVED DURING BIDDING, CLARIFICATION, AND GENERAL INFORMATION

1. What is the pavement section for FDOT Turnlane on SR 207, limerock thickness and asphalt type and thickness.

Answer: As specified in detail SD35 on sheet C5.104 of the plans, the turnlane section has been specified to have an FDOT Type B stabilized 12" subgrade to LBR 40, an FDOT Optional Base Group 6 Base, a 2.5" SP-12.5 Structural Course (Traffic C), and a 1.5" Friction Course FC-12.5(Rubber). A limerock base with a thickness of 8" to an LBR100 would meet the FDOT Optional Base Group 6 requirement.

2. Will any pond excavation be available for entrance road fill and who will place it.

Answer: No, include all necessary fill as an import.

3. Who is responsible for drainage work at turn lane on SR 207.

Answer: This work is included in the scope of this project as detailed on the construction plans.

4. Where can we find the architectural specs. for shape and color referred to in your detail SD43? I did not see it in the landscape plans from Baker Barrios.

Answer: Pavers specification: 3-1/8" Tremron Mega Old Towne, Old Chicago color, standard finish (not antiqued), laid in a running bond pattern.

5. Are we to assume that the electrical and site lighting on the Silver Creek side of the property line will be provided by the ALF contractor and will be in place for our electrical contractor to tie into?

Answer: Delineation of electric scope of work between CDBG, ALF, and FP&L is as follows:

- *FP&L to bring primary overhead from SR207.*
- *CDBG contractor to install pull boxes, furnished by FP&L, where noted on the plan.*
- *CDBG contractor to install 5" conduit, furnished by FP&L, for primary power line along east side of roadway to the lift station area. Primary to be pulled by FP&L to the lift station transformer.*
- *CDBG contractor to install precast transformer pad, to be furnished by FP&L, at lift station.*
- *FP&L to furnish and install transformer and meter for Lift Station, CDBG contractor to complete remainder of electrical work for Lift Station.*
- *CDBG contractor to furnish and install light poles in public roadway portion of project only as shown on plan.*
- *CDBG contractor to coordinate with ALF contractor for power to light poles which will be ran off the ALF panel and meter. The CDBG contractor will connect to the lighting power loop brought to the public right-of-way/Silver Creek property line area by the ALF contractor.*

Please also see the attached revised Electrical Site Plan Sheet E0.101 for additional information.

6. Do you also have a Geotech report we can get?

Answer: Please see the attached Geotechnical Report for you use.

7. Please note that storm sewer structure S-4, S-5, S-6 and associated pipes are included in the scope of this project.
8. Revise asphalt section for entrance drive (detail SD12) as follows: replace 2" of S-1 with: 1.5" 12.5 S.P. Structural Course and 1" 9.5 S.P. friction course. Base and subgrade remain specifications noted in SD12 remain the same.

FRONT END BID REQUIREMENTS – Clarifications & Changes

1. Bid Document Page 30 thru 33 - Attachment "I" – Attachment "I" is hereby deleted from the Bid Proposal. This attachment will be required to be completed and submitted by the successful bidder during the contract process.
2. Minority and Female Participation – Per the Community Development Block Grant funding this project the goals for Minority participation is 6.9% and Female participation is 21.8%.
3. St. Johns County Insurance Requirements are as follows:

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

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

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

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

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law.

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

THE BID DUE DATE IS CURRENTLY January 29, 2014 by 2:00 P.M.

Attachments:

1. Geotechnical Report
2. Revised Electrical Site Plan E0.101

Acknowledgment

Signature and Date

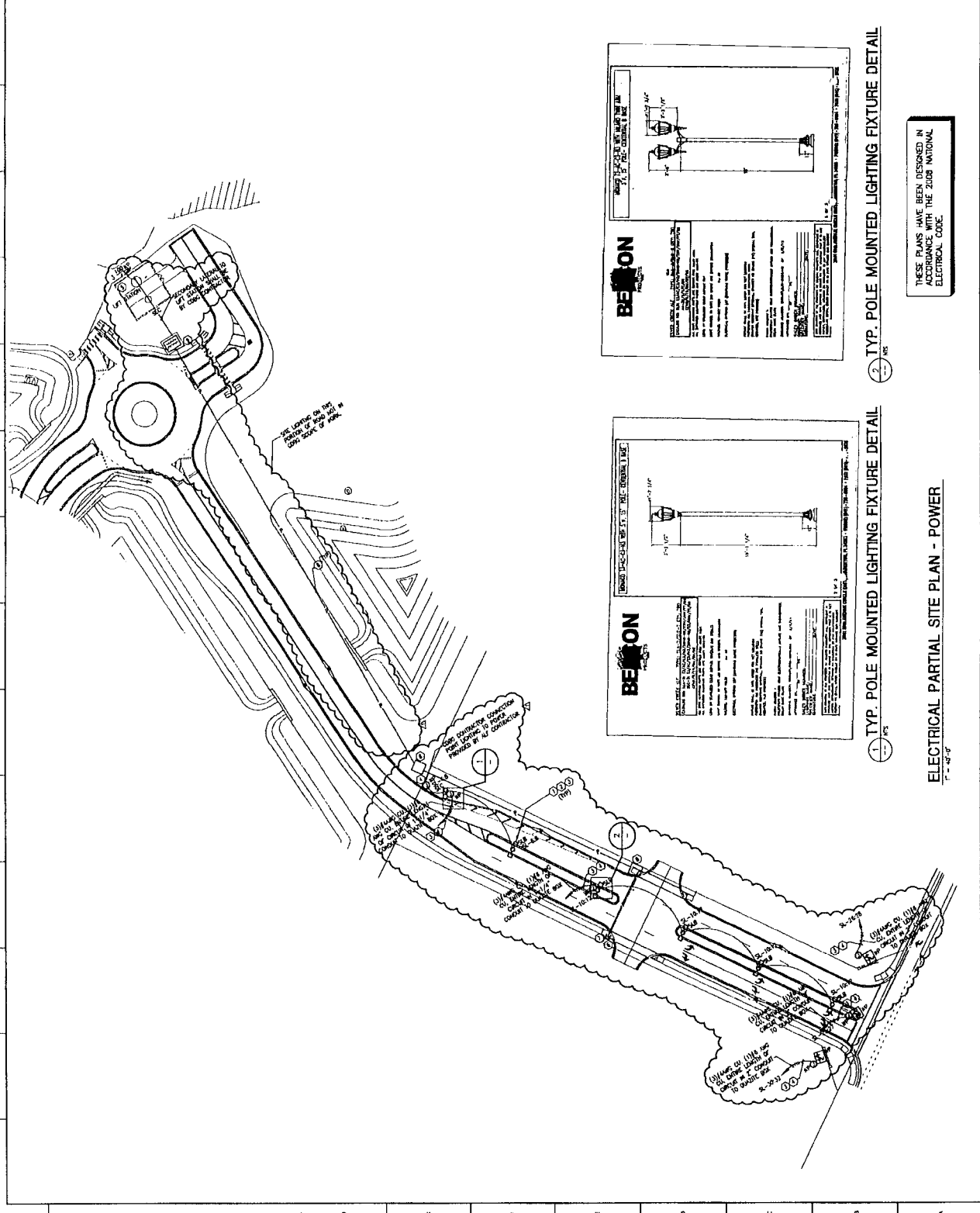
Printed Name and Title

Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Manager
Purchasing Department

END OF ADDENDUM #1



GENERAL NOTES

1. THE PROJECT IS IN CONFORMANCE WITH THE 2008 NEC AND THE 2008 NFPA 70B WITH REGARD TO VOLTAGE DROP FOR THE MAIN DISTRIBUTION PANEL AND DOWNSTREAM BRANCH CIRCUITS.

REFERENCE NOTES

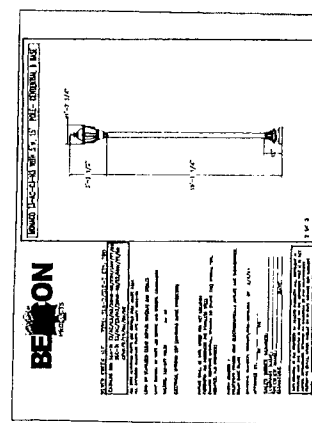
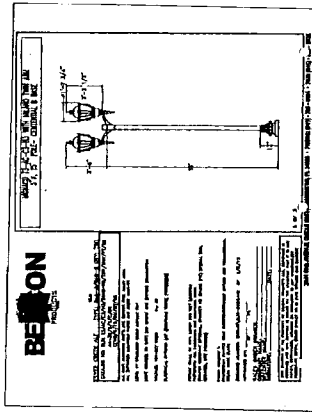
- ① REFER TO ELECTRICAL DRAWING SHEET C-101 FOR CONDUIT SCHEDULE, SCHEDULE, AND LOADS.
- ② ALL SITE LIGHTING IS TO BE CONTROLLED BY A LIGHTING CONTROL SYSTEM.
- ③ CONTROL CIRCUIT FROM LIGHTING MAIN PANEL, PROVIDE ALL NECESSARY PULL BOXES FOR CIRCUITS AS REQUIRED BY THE SCHEDULE.
- ④ ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH THE 2008 NEC AND ALL LOCAL AND STATE ELECTRICAL CODES.
- ⑤ ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH THE 2008 NEC AND ALL LOCAL AND STATE ELECTRICAL CODES.
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- ⑭ ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH THE 2008 NEC AND ALL LOCAL AND STATE ELECTRICAL CODES.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	11/22/2014	XXXXXXXXXX
2	ISSUED FOR PERMIT		
3	ISSUED FOR PERMIT		
4	ISSUED FOR PERMIT		
5	ISSUED FOR PERMIT		
6	ISSUED FOR PERMIT		
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11	ISSUED FOR PERMIT		
12	ISSUED FOR PERMIT		
13	ISSUED FOR PERMIT		
14	ISSUED FOR PERMIT		

Insurity
 PROFESSIONAL ENGINEERING FIRM
 1129272.01
 PROJECT NO. 131660

Baker Barnios
 ARCHITECTS + LANDSCAPE ARCHITECTS
 1129272.01
 PROJECT NO. 131660

SILVER CREEK ALF
 5100 BLOCK OF ST. ROAD 2007
 ST. AUGUSTINE, FL 32084
ELECTRICAL PARTIAL SITE PLAN-POWER
 PROJECT NO. 110191.00
 E0.101



THESE PLANS HAVE BEEN ISSUED IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE.

ELECTRICAL PARTIAL SITE PLAN - POWER

COPY

BID NO.: 14-43

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

PROJECT: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SILVER CREEK
INFRASTRUCTURE CONSTRUCTION

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

DATE SUBMITTED: 1-29-2014

BID PROPOSAL OF

V. J. Usina Contracting Inc.
FULL LEGAL COMPANY NAME

4669 Avenue A St. Augustine FL 32095 9048296727
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 Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction, 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 Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction as per plans and specifications.

\$ 896,753.00
Total Lump Sum Price (Numerical)

Eight Hundred Ninety six Thousand Seven Hundred /100
Dollars FIFTY Three
(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 and eighty (180) 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.: _____ / _____ Date Received: 1-22-2014

No.: _____ 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 and eighty (180) consecutive calendar days 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: V. J. Usina Contracting Inc. (Seal)

By: [Signature] V. J. Usina / President
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 4669 Avenue A St. Augustine FL 32095

Telephone No.: (904) 8296727 Fax No.: (904) 829-0822

Email Address for Authorized Company Representative: john@vjusina.com

Federal I.D. Tax Number: 59-2203141 DUNS #: 03-968-3396

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" - Certificate of Compliance with FDEP NDPES Permit
 - "G" - Certification By Bidder
 - "H" - Certification By Bidder Regarding Section 3
 - "I" - Section 3 Plan
 - "J" - Bidders Experience List
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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.: 14-43

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 V. J. Usina III who being duly sworn, deposes and says he is President (Title) of the firm of V. J. Usina Contracting Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-43, for Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction, in St. Johns County, Florida.

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

V. J. Usina Contracting Inc.
(Bidder)

Sworn and subscribed to me this 29th day of January, 2014.

By: [Signature]
President
(Title)

Notary Public:

[Signature]
Signature

ALI BURCHFIELD
Notary Public, State of Florida
My Comm. Expires Apr. 18, 2016
Commission No. EE 175899

Printed

My commission Expires: _____

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

ATTACHMENT "B"

LIST OF PROPOSED SUBCONTRACTORS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

<u>DIVISION OF WORK DESCRIPTION/NAME OF EQUIPMENT</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u>
<u>Directional Drill</u>	<u>BTi HO Drilling Jacksonville, FL</u>
<u>Landscape/Irrigation</u>	<u>Davey Tree Expert Co Jacksonville FL</u>
<u>Brick Pavers</u>	<u>Futch's Palatka, FL</u>
<u>Asphalt</u>	<u>Duval Asphalt Jacksonville FL</u>
<u>Curbs/Sidewalks</u>	<u>Curb Systems St. Augustine FL</u>
<u>Striping/Signs</u>	<u>The Stripe Zone, Inc. Atlantic Beach, FL</u>
<u>Silt Fence</u>	<u>Downstream St. Augustine FL</u>
<u>Electric</u>	<u>Caruba St. Augustine, FL</u>

Bid No.: 14-43

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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

By: V. J. Usina III

V. J. Usina Contracting Inc. 1-29-2014
Bidder Date

[Signature]
Authorized Signature

ATTACHMENT "E"

License/Certification List

In the space below, the Bidder shall list all **current** Licenses, Certifications and/or Pre-Qualifications 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
V. J. Usina III	RU-0046415	State of Florida Underground Utility	8-31-2015
John Allen	CU-0057053	State of Florida Underground Utility	8-31-2014
John Allen	468113-0001-1998	Florida Fire Marshall Class 5 fire license	6-30-2014
V. J. Usina III	GF-2550	St. Johns County Authorized Contractor	9-30-2015

Bid No.: 14-43

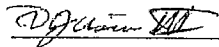
ATTACHMENT "F"

CERTIFICATE OF COMPLIANCE
WITH FDEP GENERIC PERMIT REQUIREMENTS

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

By: V. J. Usina Contracting Inc.
Bidder

1-29-2014
Date


Signature of Authorized Representative
Representative

V. J. Usina III - President
Printed Name & Title of Authorized

ATTACHMENT "G"

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No
3. Bidder has filed all compliance reports due under applicable instructions. Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes No

NAME AND TITLE OF SIGNER (Please type):

V. J. ASINAH III / President


SIGNATURE

1-29-2014
DATE

ATTACHMENT "H"

CERTIFICATION OF BIDDER REGARDING SECTION 3

V.J. Usina Contracting Inc. 14-43 CDBG Silvercreek Infrastructure
 Name of Prime Contractor Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer:

V. Usina 1-29-2014
 Signature Date

Pres.
 Title

BID NO.:14-43

ATTACHMENT "I"

Section 3 Plan

CONTRACTOR

Section 3 Plan Format

V. J. USINA Contracting, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within St. Johns County.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of V. J. Usina Contracting Inc.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

[Signature]
Signature

President
Title

1-29-2014
Date

Signature

Title

Date

BID NO:14-43

ATTACHMENT "J"

BIDDERS EXPERIENCE LIST

The following are contracts successfully completed similar in scope to this project which the Contractor has performed within the past five (5) years:

PROJECT NAME	DESCRIPTION OF WORK	DATE COMPLETED
Baptist Hospital Fleming Island	Earthwork, Grading, underground utilities, paving	8/2013
Hyde Park	Pond Excavation & Construction Storm Drainage	10/2013
Darbin 2F-2	Clearing, Earthwork, Grading water, sewer, storm, Roads	3/2012
Villages of Valencia 2B	Clearing-Grading water, sewer, storm, Roads	12/2013
Trout Creek turn lane	Road improvements Storm Drain	1/2014
SJC Health Early Sitework	Clearing, Grading	11/2013
Flagler Hospital Sgt Tuttlew Drainage	Storm Drain Road Repair	9/2013

(USE ADDITIONAL LINES IF NECESSARY)



St. Johns County Board of County Commissioners

Purchasing Division

January 22, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-43 Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction

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

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

Proposers on the Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Proposal Documents and Specifications. These items shall have full force and effect as the Proposal Documents and Specifications and cost involved shall be included in the Proposal Contract Prices. Proposals to be submitted on the specified bid date shall conform with the additions/deletions/revisions listed herein.

ANSWERS TO QUESTIONS RECEIVED DURING BIDDING, CLARIFICATION, AND GENERAL INFORMATION

1. What is the pavement section for FDOT Turnlane on SR 207, limerock thickness and asphalt type and thickness.

Answer: As specified in detail SD35 on sheet C5.104 of the plans, the turnlane section has been specified to have an FDOT Type B stabilized 12" subgrade to LBR 40, an FDOT Optional Base Group 6 Base, a 2.5" SP-12.5 Structural Course (Traffic C), and a 1.5" Friction Course FC-12.5(Rubber). A limerock base with a thickness of 8" to an LBR100 would meet the FDOT Optional Base Group 6 requirement.

2. Will any pond excavation be available for entrance road fill and who will place it.

Answer: No, include all necessary fill as an import.

3. Who is responsible for drainage work at turn lane on SR 207.

Answer: This work is included in the scope of this project as detailed on the construction plans.

4. Where can we find the architectural specs. for shape and color referred to in your detail SD43? I did not see it in the landscape plans from Baker Barrios.

Answer: Pavers specification: 3-1/8" Tremron Mega Old Towne, Old Chicago color, standard finish (not antiqued), laid in a running bond pattern.

5. Are we to assume that the electrical and site lighting on the Silver Creek side of the property line will be provided by the ALF contractor and will be in place for our electrical contractor to tie into?

Answer: Delineation of electric scope of work between CDBG, ALF, and FP&L is as follows:

- *FP&L to bring primary overhead from SR207.*
- *CDBG contractor to install pull boxes, furnished by FP&L, where noted on the plan.*
- *CDBG contractor to install 5" conduit, furnished by FP&L, for primary power line along east side of roadway to the lift station area. Primary to be pulled by FP&L to the lift station transformer.*
- *CDBG contractor to install precast transformer pad, to be furnished by FP&L, at lift station.*
- *FP&L to furnish and install transformer and meter for Lift Station, CDBG contractor to complete remainder of electrical work for Lift Station.*
- *CDBG contractor to furnish and install light poles in public roadway portion of project only as shown on plan.*
- *CDBG contractor to coordinate with ALF contractor for power to light poles which will be ran off the ALF panel and meter. The CDBG contractor will connect to the lighting power loop brought to the public right-of-way/Silver Creek property line area by the ALF contractor.*

Please also see the attached revised Electrical Site Plan Sheet E0.101 for additional information.

6. Do you also have a Geotech report we can get?

Answer: Please see the attached Geotechnical Report for you use.

7. Please note that storm sewer structure S-4, S-5, S-6 and associated pipes are included in the scope of this project.
8. Revise asphalt section for entrance drive (detail SD12) as follows: replace 2" of S-1 with: 1.5" 12.5 S.P. Structural Course and 1" 9.5 S.P. friction course. Base and subgrade remain specifications noted in SD12 remain the same.

FRONT END BID REQUIREMENTS – Clarifications & Changes

1. Bid Document Page 30 thru 33 - Attachment "I" -- Attachment "I" is hereby deleted from the Bid Proposal. This attachment will be required to be completed and submitted by the successful bidder during the contract process.
2. Minority and Female Participation – Per the Community Development Block Grant funding this project the goals for Minority participation is 6.9% and Female participation is 21.8%.
3. St. Johns County Insurance Requirements are as follows:

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

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

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

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

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law.

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

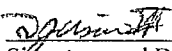
THE BID DUE DATE IS CURRENTLY January 29, 2014 by 2:00 P.M.

Attachments:

1. Geotechnical Report
2. Revised Electrical Site Plan E0.101

Acknowledgment

Sincerely,

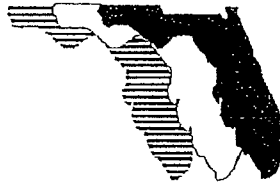
 1-29-2014
Signature and Date

Sharon L. Haluska
Contract Manager
Purchasing Department

V.J. Usina III - President
Printed Name and Title

V.J. Usina Contracting Inc.
Company Name (Print)

END OF ADDENDUM #1



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

February 7, 2013

VJ USINA CONTRACTING, INC.
4669 AVE A
ST. AUGUSTINE FL 32095

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2014. However, the new application is due 1/31/2014.

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

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

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

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
UNDERGROUND UTILITIES (WATER & SEWER)

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

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

CERTIFIED MBE/WBE VENDORS

BID NO.: 14-43

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

V.J. Usina K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t
Contracting, Inc. as Principal, and Machinery Insurance, Inc. An Assessable Mutual Insurer as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated January 29, 2014 .

For

Community Development Block Grant (CDBG) Silver Creek Infrastructure Construction
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 29th day of January A.D., 2014 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

CERTIFIED MBE/WBE VENDORS

BID NO.: 14-43

WITNESSES:

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

WITNESSES:

[Signature]

PRINCIPAL:

V.J. Usina Contracting, Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Vice President

TITLE

4669 Avenue A

BUSINESS ADDRESS

St. Augustine, FL 32095

CITY STATE

SURETY:

Machinery Insurance, Inc. An Assessable Mutual Insurer

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX
SEAL) Robert T. Theus
P.O. Drawer 41490

BUSINESS ADDRESS

Jacksonville, FL 32203

CITY STATE

Cecil W. Powell & Company

NAME OF LOCAL INSURANCE
AGENCY

WITNESS:
[Signature]

END OF SECTION

BID NO.: 14-43

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Gwen Usina, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that John Allen who signed the said bond on behalf of the Principal, was then V.P. 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.

Gwen Usina

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Robert T. Theus to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Machinery Insurance, Inc. An Assessable Mutual Insurer and that he has been authorized by Machinery Insurance, Inc. An Assessable Mutual Insurer 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 29th day of January, 2014, A.D.

Tina Montanez Olmo

NOTARY PUBLIC
State of Florida-at-large



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

My Commission Expires:

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

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

Robert T. Theus – Walter N. Myers – Benjamin K. Powell
Individually of Jacksonville

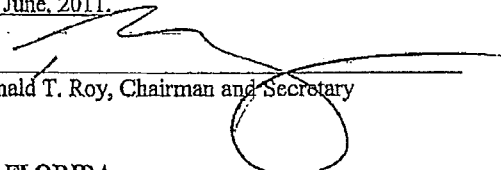
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

Two hundred fifty thousand dollars (\$250,000.00)

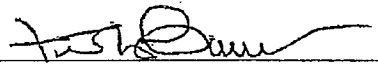
This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992,

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 28th day of June, 2011.



Ronald T. Roy, Chairman and Secretary



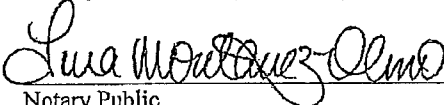
Fitzhugh K. Powell, Sr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

On this 5th day of December, 2007, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

TINA MONTANEZ-OLMO
Notary Public, State of Florida
My comm. exp. Aug. 18, 2012
Comm. No. DD 791830

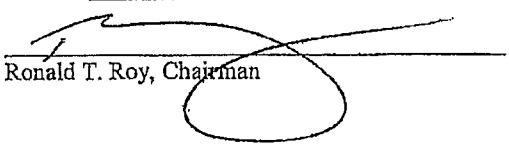


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida 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 board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 29th day of January, 2014.



Ronald T. Roy, Chairman

**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 V. J. Usina Contracting, Inc., 4669 Avenue A, St. Augustine, FL 32095 (p) (904) 829-6727 (f) (904) 829-0822 hereinafter referred to as the "Contractor") under seal for Construction of Bid No. 14-43 Silver Creek Infrastructure Construction (CDBG) 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, 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 include all labor, materials, equipment, and other items necessary for construction of roadway, underground utilities, stormwater utilities, and a sanitary lift station as part of Silver Creek Assisted Living Facility. The project includes construction of a paved entry road including a turn lane from State Route 207, installation of water, sewer, and stormwater utilities, installation of a sanitary lift station, and installation of landscaping and irrigation. This project is part of a Community Development Block Grant (CDBG) and as such is subject to all grant requirements for construction contracts as contained in the bid documents including Davis Bacon requirements. All work shall be performed in accordance with the 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 & Eighty (180)** consecutive calendar days. Final Completion shall be **Thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of **\$ 1,423.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum of \$ Eight Hundred & Ninety-Six Thousand Seven Hundred & Fifty-Three Dollars & XX/Cents (\$896,753.00). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

in accordance with Section 255.078 of the Florida Statutes:

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

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

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

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

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

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

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

5.3 Withheld Payment

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

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

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

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

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

8.2 Claims by the Contractor

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

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

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

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

Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than 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 or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

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

Owner or its designee.

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

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

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

12.2.2 For Cause

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

12.2.2.2. If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the

unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. **Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation.** 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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 14-43 Silver Creek Infrastructure Construction (CDBG)

Owner
St. Johns County (Seal)

Contractor
V. J. Usina Contracting, Inc. (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: _____