

RESOLUTION NO. 2015 - 325

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 15-83 AND TO EXECUTE AN AGREEMENT FOR RIVERSIDE LIFT STATION REHABILITATION AND ODOR CONTROL SYSTEM

RECITALS

WHEREAS, the County desires to enter into a contract with SGS Contracting Services, Inc. to provide services for construction of the Riverside Lift Station Rehabilitation and Odor Control System; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the rehabilitation of the Riverside lift station and installation of a new odor control system; and

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

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

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

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

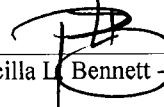
Section 2. The County Administrator, or his designee, is hereby authorized to award Bid No. 15-83 Riverside Lift Station Rehabilitation and Odor Control System to SGS Contracting Services, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, or his designee, is further authorized to execute a contract in substantially the same form and format as attached with SGS Contracting Services, Inc. on behalf of the County for the completion of the Riverside Lift Station Rehabilitation and Odor Control System as specifically provided in Bid No 15-83.

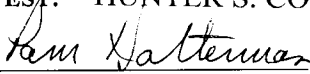
Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3 day of November, 2015.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

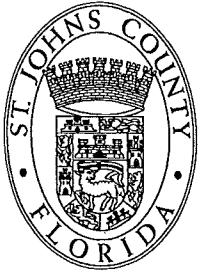
By: 
Priscilla L. Bennett - Chair

ATTEST: HUNTER S. CONRAD

By: 
Deputy Clerk



RENDITION DATE 11/5/15



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Jim Overton, P.E., Utility Engineer
FROM: Sharon Haluska, Contract Manager
SUBJECT: Transmittal of Bids Received for Bid No. 15-83, Riverside Lift Station Rehab and Odor Control Project
DATE: September 30, 2015

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 Scott Jygg

Date 10/6/15

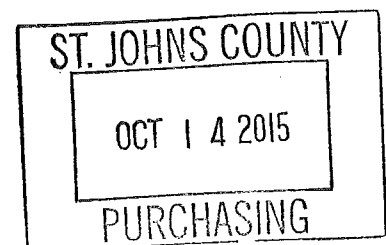
Budget Amount \$ 475,000.00

Account Funding Title 2015 Riverside Odor Control

Funding Charge Code 4488 - 56302 - 6451 - 56302

Award to SGS Contracting Services, Inc

Award Amount \$444,054.00



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE RIVERSIDE LIFT STATION REHAB AND ODOR CONTROL PROJECT

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY LEIGH DANIELS

DECISION WITH RESPECT TO THE AWARD OF ANY BID.

TABULATED BY LEILA HARTLAND

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY

15-83

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT

BID NUMBER 15-83

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

OPENING DATE/TIME September 30, 2015 2:00 PM

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

UNTIL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME 09/30/15 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PAGE (S) 1 of 1

3:00 PM

PURCHASING DEPARTMENT.

BIDDERS	BASE BID # 1 TOTAL BID PRICE	BASE BID # 2 LINER REPAIR ALLOWANCE	TOTAL BID PRICE	BID BOND	ADDENDUM # 1
US WATER SERVICES INC	\$525,175.00	\$15,000.00	\$540,175.00	YES	YES
GRUHN MAY INC	\$567,873.00	\$15,000.00	\$582,873.00	YES	YES
L 7 CONSTRUCTION INC	\$566,077.000	\$15,000.00	\$581,077.00	YES	YES
SAWCROSS INC	\$441,800.00	\$15,000.00	\$456,800.00	YES	YES
SGS CONTRACTING SERVICES INC	\$429,054.00	\$15,000.00	\$444,054.00	YES	YES

BID AWARD DATE - _____

BID PROPOSAL SUMMARY

BID NO.: 15-83 Riverside Lift Station and Odor Control													
COMPANY NAME	BID PRICE	Liner Repair Allowance	TOTAL BID \$	Attachments						Bond	Notes		
				A	B	C	D	E	F			Licenses /Certs	ADDENDUM 1
US Water Services Inc	\$525,175.00	\$15,000.00	\$540,175.00	X	X	X	X	X	X	X	X	X	Bid proposal is responsive, responsible
Gruhn May	\$567,873.00	\$15,000.00	\$582,873.00	X	X	X	X	X	X	X	X	X	Provide evidence of only 2 of 3 projects in past 7 years
L7 Construction	\$566,077.00	\$15,000.00	\$581,077.00	X	X	X	X	X	X	X	X	X	Bid proposal is responsive, responsible
Sawcross, Inc.	\$441,800.00	\$15,000.00	\$456,800.00	X	X	X	X	X	X	X	X	X	Bid proposal is responsive, responsible
SGS Contracting Services	\$429,054.00	\$15,000.00	\$444,054.00	X	X	X	X	X	X	X	X	X	APPARENT LOW BIDDER - Bid proposal is responsive, responsible

BID NO.: 15-83

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, September 30, 2015** by Sharon Haluska, St. Johns County Purchasing Dept located in the St. Johns County Administration Building at **500 San Sebastian View, St. Augustine, Florida 32084** (904) 209-0150 for **Bid No. 15-83 Riverside Lift Station Rehab and Odor Control.** 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 this work for this project involves providing all materials, equipment, and labor necessary to install a new odor control system and rehab/replace some of the existing lift station infrastructure. The project includes but may not be limited to mechanical, electrical, and telemetry work associated with the new odor control system, replacement of existing valves and piping, re-lining the 8-ft diameter wet well, refurbishment and relocation of the existing generator, construction of a concrete slab for the equipment and entire lift station site and replacement of the existing fence as shown on the plans and specifications.

Minimum Qualifications: Prime bidder must be fully licensed to do business in the State of Florida and hold a current Certified Underground Utility Contractor's license or Certified General Contractor's license at the time the bid is due. Bidders must have successfully conducted as a prime or subcontractor at least 3 projects of the type, size and dollar value of the construction proposed for this project in the past 7 years. Bidders must also have been in business under the bidding company name for a minimum of 5 years.

There will be a **Non-Mandatory Pre-Bid** Conference on **Wednesday, Sept 9, 2015 at 9:00 a.m.** at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32084 with a site visit to follow (weather permitting). The deadline for **all** questions for this bid shall be **4:30 p.m., Wednesday, Sept 16, 2015.**

Copies of official Bidding Documents can be obtained via email request to shaluska@sjcfl.us. At the time of request please provide full company name, company address, primary contact name, contact phone number and email address.

ALL questions relative to this bid shall be directed **in writing** via email to shaluska@sjcfl.us or by fax to (904) 209-0157. **The deadline for questions shall be 4:30 p.m., Wednesday, Sept 16, 2015.**

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

Designated Point of Contact: Sharon Haluska, St. Johns County Purchasing at (904) 209-0156 or email shaluska@sjcfl.us.

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

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

September 18, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-83 Riverside Master Lift Station Rehab and Odor Control Project

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

Additions/Revisions/Clarifications

1. The construction budget for the project is \$450,000.
2. The odor control unit shall have a FRP vessel as described in the specifications with a maximum height of 9-ft from the bottom of the unit to the discharge flange. Dimensions shall be equal to or less than those shown on the drawings. The design is based on Biorem, and only a biotrickling filter followed by a biofilter will be accepted. Carbon or other adsorptive type media will not be allowed. If another manufacturer meets the specifications with no exceptions and is approved, it will be the responsibility of the contractor to include all costs associated with re-design and installation of the approved manufacturer's system in his/her bid. If the approved system does not meet the performance requirements during the start-up and testing period, it will be the responsibility of the contractor and manufacturer correct the problem. If the manufacturer's system still does not meet the performance requirements after this period, it shall be the contractor's responsibility to replace the odor control system at no additional cost to the S Johns County Utility Department (SJCUD).
3. The contractor will supply the odor control system including all equipment and materials required to install the new odor control unit.
4. A new Motorola ACE3600 RTU will be supplied by SJCUD and will be installed by the contractor. The contractor shall be responsible for all other materials and labor required to install the RTU per the bid documents.
5. The contractor will be responsible for transporting the existing generator to and from the facility where the generator will be refurbished (refer to Specification Section 16622 – Packaged Engine

Generator Rehabilitation). Ring Power or a qualified equal shall refurbish the generator per the specification issued with Addendum #1 and incorporated into the specifications. Once returned to the site, the contractor shall install the generator at the location shown in the drawings and re-connect the generator per the electrical and control wiring diagrams.

6. Plug and check valves that are to be replaced shall meet the SJCUD 'Manual of Water, Wastewater, and Reuse Design Standards and Specifications, September 2006', which can be found at <http://www.sjcfll.us/Utilities/DevelopmentGroup.aspx>. Acceptable valves are listed in Part IV Approved Materials.
7. Temporary bypass pumping will be required for work performed within the main 10-ft diameter wetwell, including concrete coring, installation of ductwork, installation of the stainless steel drop piping for the influent force main, repair of the stainless steel discharge pipe, and repairing the liner. A work plan addressing the sequence of work within the wetwell and the bypass pumping operation will be required one week prior to commencing work to allow SJCUD to review and modify if necessary. For estimating purposes, the maximum pumping conditions that will be required of the bypass pumping system are 1200 gpm at 90 ft TDH at the discharge of the pump, which is assumed to be 3 feet above grade. The Contractor will be responsible for all plugs, temporary piping, piping connections, fuel, maintenance and operation during the period of bypass operations.
8. The existing fence shall be removed and a new vinyl-coated fence per SJCUD standards shall be installed. The new fence shall be installed within the limits of the concrete slab, as shown on the drawings. Coordination of fence installation prior to concrete pouring will be the responsibility of the Contractor.
9. Both wetwells were found to be lined with SpectraShield, therefore CCI SpectraShield will be required to perform the liner repair. In lieu of re-coating the entire 8-ft diameter wetwell, the contractor shall blast clean both wetwells during temporary bypass pumping and make repairs to all penetrations and recoat any areas that are damaged. Since the extent of the liner repair is unknown, it shall be removed from the contractor's lump sum bid price and will be covered under a \$15,000 allowance (see Revised Bid Form included with Addendum #1).
10. Please note a rack with the pump disconnects and junction boxes is located within the limits of excavation for the connection of the 316L SS influent force main shown on the plans (see Sheet 3, Note 1). The rack, disconnects, and junction boxes will need to be temporarily relocated during the installation of the stainless steel influent force main to the 10 ft diameter wetwell. Since this may require temporarily disconnecting power to the pumps, it could be a factor in determining the duration of the temporary bypass pumping.
11. All concrete shall meet the requirements of Specification Section 03300 – Cast-in-Place Concrete included with Addendum #1 and incorporated into the specifications. The compressive strength of concrete used on this project shall be 4,000 psi after 28 days for the driveway, the generator slab and the odor control slab. A minimum of 3,000 psi concrete shall be provided for everything else.
12. Please note that revisions have been made to the typical sections for the reinforced concrete slab details on Sheet 5 of the bid plans. The odor control, generator, and driveway concrete slabs shall have reinforcing as shown in the updated Sheet 5 provided with Addendum #1. The concrete slab

for the rest of the site shall be 6" thick and reinforced with 6X6 10/10 WWM (see Detail 1, Sheet 5).

Questions

1. QUESTION: What are the estimated start and completion dates?
RESPONSE: *It is anticipated that the Notice to Proceed will be issued in November 2015 and Substantial Completion will be in August 2016 (270 days from NTP to Substantial Completion).*

2. QUESTION: It was mentioned in the pre-bid meeting that the subcontractor is responsible for the SCADA portion. Could SJCUD please provide the contact information for the approved SCADA integrators?

RESPONSE: *The following is contact information for the SJCUD pre-approved SCADA Integrators:*

- *ScadaOne – Kevin Mathes (888) 472-2321*
- *DCR Engineering Services - Bill Cook (863) 428-8080*
- *Revere Control Systems - Todd Bredbrenner (863) 226-0219*
- *Star Controls - Main (954) 603-0491*
- *ITG - Main (904) 425-4760*

3. The following questions are regarding Specification Section 11258 Two-Stage Biofiltration Odor Control System:

1.07 – QUALIFICATIONS - D – With the direction given in the pre-bid meeting, please add the words pre-approved to read as follows, “The biofilter equipment shall be manufactured by BIOREM Environmental, Victor, NY., or pre-approved equal with no exceptions to the specifications.”

RESPONSE: *This is noted and will be added to the specification.*

2.03 SCOPE OF SUPPLY – B – Biofilter Media – Please add the following two requirements:

1. Media configuration must be as shown on the contract drawings and may not be oriented such that the second stage media is placed on top of the first stage media.
2. Carbon or other adsorptive type media is not acceptable.

RESPONSE: *This is noted. The first item is covered under 2.03 B vi. The second item will be added to the specification.*

2.03 SCOPE OF SUPPLY – D – Recirculation System – ii. – An Inverter Duty Motor is specified. Unless the motor is running with a VFD, an inverter duty is typically not required. Please clarify if an inverter duty motor is required for this pump.

RESPONSE: *An inverter duty motor is not required for the recirculation pump motor.*

2.03 SCOPE OF SUPPLY – F – Biofilter Fans – vii. – An Inverter Duty Motor is not specified. Please clarify if an inverter duty motor will be required for this item as well.

RESPONSE: *An inverter duty motor is not required for the fan motor.*

2.04 INSTRUMENTATION AND CONTROLS – A – v. – First, the numbering looks like it needs corrected. Also, this enclosure is specified as 304 SS. Section 2.04

INSTRUMENTATION AND CONTROLS – B – Waterbox – ii. – Calls for the enclosure to be 316 SS. Please clarify if the intent is to have different grade SS cabinets, or, if both cabinets should be the same material. If they are to be the same, please clarify which material is required.

RESPONSE: *The numbering has been corrected. Both enclosures for the control panel and waterbox are required to be 316 SS.*

2.04 INSTRUMENTATION AND CONTROLS – D – Instrumentation External to Waterbox: - iv. - Please consider requiring a complete Moss Kit I in lieu of portable sensors. See attached information for your consideration.

RESPONSE: *At this time, SJCUD prefers to use the OdaLog Type L2 data logger in the specifications.*

4. The following questions were received on the drawings:

1. On drawing #3, is there a minimum distance between the vessel and the water cabinet and nutrient tank?

RESPONSE: *Drawing #2 and #3 have been modified to provide additional distance between the odor control vessel and the water cabinet and nutrient tank. The revised drawings are attached.*

2. On drawing #3, shouldn't the lines from the recirculation pump connect to the two flanges on the south end of the tank?

RESPONSE: *Yes, this is shown on the revised drawing #3.*

3. Is there a requirement for a Grease/Mist Eliminator on the drawings or in the specifications?

RESPONSE: *The Grease/Mist Eliminator has been added to the 12" suction duct, and is shown on the revised drawing #3. This component is part of the odor control manufacturer's scope of supply.*

THE BID DUE DATE IS: Wednesday, September 30, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

Revised Bid Form 091715

Section 03300 – Cast-in Place Concrete

Section 16622 – Packaged Engine Generator Rehabilitation

Revised Plan Sheets 091815

END OF ADDENDUM #1

BID NO.: 15-83

**OFFICIAL COUNTY BID FORM – REVISED 9/17/15
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL**

PROJECT: RIVERSIDE LIFT STATION REHAB AND ODOR CONTROL

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

DATE SUBMITTED: _____

BID PROPOSAL OF

FULL LEGAL COMPANY NAME

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 **RIVERSIDE LIFT STATION REHAB AND ODOR CONTROL**, 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 #1: Construction of the Riverside Lift Station Rehab and Odor Control as per plans and specifications.

\$ _____
Total Lump Sum Base Bid Price (Numerical)

_____/100

Dollars
(Amount written or typed in words)

BASE BID #2: Liner Repair Allowance**

\$ 15,000.00
Total Unit Bid Price (Numerical)

\$-----Fifteen Thousand----- XX/100 Dollars

(Amount written or typed in words)

TOTAL BID PRICE: Base Bid #1 + Base Bid #2

\$ _____

Total Bid Price (Numerical)

_____/100

Dollars

(Amount written or typed in words)

****NOTE:** Payment for Allowances shall be paid based on unit price basis for actual costs incurred by the successful bidder. The Allowance value shown here will be adjusted (+/-) at the end of the contract based upon actual invoices submitted by the successful bidder.

Time of Substantial Completion to be **Two Hundred & Seventy (270)** 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:

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 **Two Hundred & Seventy (270)** 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: _____ (Seal)

By: _____
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

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” – Qualifications Statement
- Fully Acknowledged Addenda Applicable to this bid

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

~~\$-----Fifteen Thousand-----~~ XX/100 Dollars

(Amount written or typed in words)

TOTAL BID PRICE: Base Bid #1 + Base Bid #2

\$ 444,054.00
Total Bid Price (Numerical)

Four hundred forty-four thousand fifty-four & no cents 100
Dollars

(Amount written or typed in words)

****NOTE:** Payment for Allowances shall be paid based on unit price basis for actual costs incurred by the successful bidder. The Allowance value shown here will be adjusted (+/-) at the end of the contract based upon actual invoices submitted by the successful bidder.

Time of Substantial Completion to be **Two Hundred & Seventy (270)** consecutive calendar days from receipt of Notice to Proceed from Owner.

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

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

No.: 1 Date Received: 9/18/2015

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.

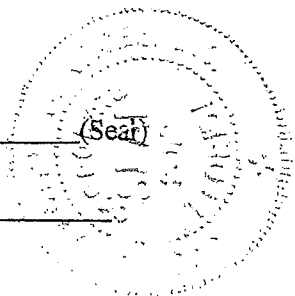
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

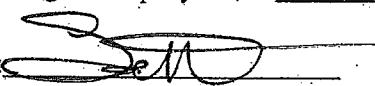
The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **Two Hundred & Seventy (270)** consecutive calendar days within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, 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: SGS Contracting Services, Inc.



By:  Seth Simmons, President
(Name & Title typed or printed)

By: N/A N/A
(Name & Title typed or printed)

Address: 14207 NW State Road 45, High Springs, FL 32643

Telephone No.: (352) 745-6950 Fax No.: () N/A

Email Address for Authorized Company Representative: seth@sgscsi.com

Federal I.D. Tax Number: 46-1147891 DUNS #: 078852922

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" - Qualifications Statement
- Fully Acknowledged Addenda Applicable to this bid

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

BID NO.: 15-83

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

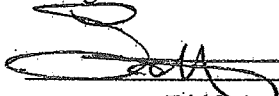
At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

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 Seth Simmons who being duly sworn, deposes and says he is President (Title) of the firm of SGS Contracting Services, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No 15-83, for RIVERSIDE LIFT STATION REHAB AND ODOR CONTROL, 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.



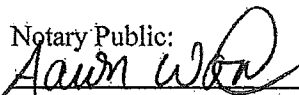
(Bidder)

By: Seth Simmons

President

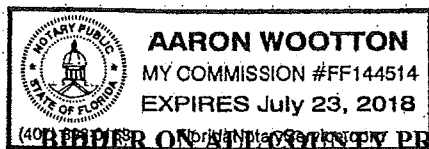
(Title)

Sworn and subscribed to me this 30th day of September, 2015.

Notary Public:


Signature
Aaron Wootton

Printed



My commission Expires: 7/23/2018

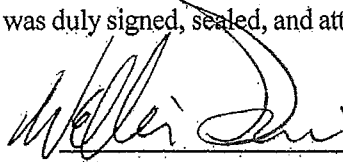
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO.: 15-83

ATTACHMENT "C"

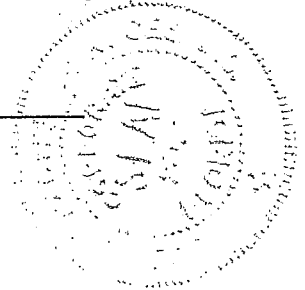
CERTIFICATES AS TO CORPORATE PRINCIPAL

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



Secretary

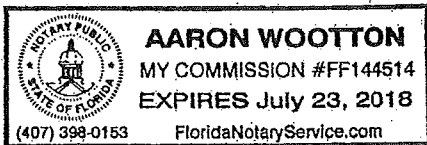
Corporate Seal



(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

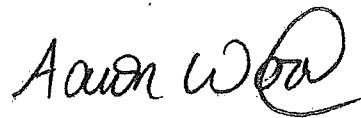
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Seth Simmons to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the company (SGS Contracting Services, Inc) and that he has been authorized by Seth Simmons to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 30th day of September, 20 15, A.D.



NOTARY PUBLIC
State of Florida-at-large

My Commission Expires;



Aaron Wootton



7/23/18

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

BID NO.: 15-83

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: SETH SIMMONS

SGS Contracting Services, Inc.

09-30-2015

Bidder

Date



Authorized Signature



St. Johns County Board of County Commissioners

Purchasing Division

September 18, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-83 Riverside Master Lift Station Rehab and Odor Control Project

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

Additions/Revisions/Clarifications

1. The construction budget for the project is \$450,000.
2. The odor control unit shall have a FRP vessel as described in the specifications with a maximum height of 9-ft from the bottom of the unit to the discharge flange. Dimensions shall be equal to or less than those shown on the drawings. The design is based on Biorem, and only a biotrickling filter followed by a biofilter will be accepted. Carbon or other adsorptive type media will not be allowed. If another manufacturer meets the specifications with no exceptions and is approved, it will be the responsibility of the contractor to include all costs associated with re-design and installation of the approved manufacturer's system in his/her bid. If the approved system does not meet the performance requirements during the start-up and testing period, it will be the responsibility of the contractor and manufacturer correct the problem. If the manufacturer's system still does not meet the performance requirements after this period, it shall be the contractor's responsibility to replace the odor control system at no additional cost to the St. Johns County Utility Department (SJCUD).
3. The contractor will supply the odor control system including all equipment and materials required to install the new odor control unit.
4. A new Motorola ACE3600 RTU will be supplied by SJCUD and will be installed by the contractor. The contractor shall be responsible for all other materials and labor required to install the RTU per the bid documents.
5. The contractor will be responsible for transporting the existing generator to and from the facility where the generator will be refurbished (refer to Specification Section 16622 – Packaged Engine

Generator Rehabilitation). Ring Power or a qualified equal shall refurbish the generator per the specification issued with Addendum #1 and incorporated into the specifications. Once returned to the site, the contractor shall install the generator at the location shown in the drawings and re-connect the generator per the electrical and control wiring diagrams.

6. Plug and check valves that are to be replaced shall meet the SJCUD 'Manual of Water, Wastewater, and Reuse Design Standards and Specifications, September 2006', which can be found at <http://www.sjcfll.us/Utilities/DevelopmentGroup.aspx>. Acceptable valves are listed in Part IV Approved Materials.
7. Temporary bypass pumping will be required for work performed within the main 10-ft diameter wetwell, including concrete coring, installation of ductwork, installation of the stainless steel drop piping for the influent force main, repair of the stainless steel discharge pipe, and repairing the liner. A work plan addressing the sequence of work within the wetwell and the bypass pumping operation will be required one week prior to commencing work to allow SJCUD to review and modify if necessary. For estimating purposes, the maximum pumping conditions that will be required of the bypass pumping system are 1200 gpm at 90 ft TDH at the discharge of the pump, which is assumed to be 3 feet above grade. The Contractor will be responsible for all plugs, temporary piping, piping connections, fuel, maintenance and operation during the period of bypass operations.
8. The existing fence shall be removed and a new vinyl-coated fence per SJCUD standards shall be installed. The new fence shall be installed within the limits of the concrete slab, as shown on the drawings. Coordination of fence installation prior to concrete pouring will be the responsibility of the Contractor.
9. Both wetwells were found to be lined with SpectraShield, therefore CCI SpectraShield will be required to perform the liner repair. In lieu of re-coating the entire 8-ft diameter wetwell, the contractor shall blast clean both wetwells during temporary bypass pumping and make repairs to all penetrations and recoat any areas that are damaged. Since the extent of the liner repair is unknown, it shall be removed from the contractor's lump sum bid price and will be covered under a \$15,000 allowance (see Revised Bid Form included with Addendum #1).
10. Please note a rack with the pump disconnects and junction boxes is located within the limits of excavation for the connection of the 316L SS influent force main shown on the plans (see Sheet 3, Note 1). The rack, disconnects, and junction boxes will need to be temporarily relocated during the installation of the stainless steel influent force main to the 10 ft diameter wetwell. Since this may require temporarily disconnecting power to the pumps, it could be a factor in determining the duration of the temporary bypass pumping.
11. All concrete shall meet the requirements of Specification Section 03300 – Cast-in-Place Concrete included with Addendum #1 and incorporated into the specifications. The compressive strength of concrete used on this project shall be 4,000 psi after 28 days for the driveway, the generator slab and the odor control slab. A minimum of 3,000 psi concrete shall be provided for everything else.
12. Please note that revisions have been made to the typical sections for the reinforced concrete slab details on Sheet 5 of the bid plans. The odor control, generator, and driveway concrete slabs shall have reinforcing as shown in the updated Sheet 5 provided with Addendum #1. The concrete slab

for the rest of the site shall be 6" thick and reinforced with 6X6 10/10 WWM (see Detail 1, Sheet 5).

Questions

1. QUESTION: What are the estimated start and completion dates?

RESPONSE: *It is anticipated that the Notice to Proceed will be issued in November 2015 and Substantial Completion will be in August 2016 (270 days from NTP to Substantial Completion).*

2. QUESTION: It was mentioned in the pre-bid meeting that the subcontractor is responsible for the SCADA portion. Could SJCUD please provide the contact information for the approved SCADA integrators?

RESPONSE: *The following is contact information for the SJCUD pre-approved SCADA Integrators:*

- *ScadaOne – Kevin Mathes (888) 472-2321*
- *DCR Engineering Services - Bill Cook (863) 428-8080*
- *Revere Control Systems - Todd Bredbrenner (863) 226-0219*
- *Star Controls - Main (954) 603-0491*
- *ITG - Main (904) 425-4760*

3. The following questions are regarding Specification Section 11258 Two-Stage Biofiltration Odor Control System:

1.07 – QUALIFICATIONS - D – With the direction given in the pre-bid meeting, please add the words pre-approved to read as follows, "The biofilter equipment shall be manufactured by BIOREM Environmental, Victor, NY., or pre-approved equal with no exceptions to the specifications."

RESPONSE: *This is noted and will be added to the specification.*

2.03 SCOPE OF SUPPLY – B – Biofilter Media – Please add the following two requirements:

1. Media configuration must be as shown on the contract drawings and may not be oriented such that the second stage media is placed on top of the first stage media.
2. Carbon or other adsorptive type media is not acceptable.

RESPONSE: *This is noted. The first item is covered under 2.03 B vi. The second item will be added to the specification.*

2.03 SCOPE OF SUPPLY – D – Recirculation System – ii. – An Inverter Duty Motor is specified. Unless the motor is running with a VFD, an inverter duty is typically not required. Please clarify if an inverter duty motor is required for this pump.

RESPONSE: *An inverter duty motor is not required for the recirculation pump motor.*

2.03 SCOPE OF SUPPLY – F – Biofilter Fans – vii. – An Inverter Duty Motor is not specified. Please clarify if an inverter duty motor will be required for this item as well.

RESPONSE: *An inverter duty motor is not required for the fan motor.*

2.04 INSTRUMENTATION AND CONTROLS – A – v. – First, the numbering looks like it needs corrected. Also, this enclosure is specified as 304 SS. Section 2.04

INSTRUMENTATION AND CONTROLS – B – Waterbox – ii. – Calls for the enclosure to be 316 SS. Please clarify if the intent is to have different grade SS cabinets, or, if both cabinets should be the same material. If they are to be the same, please clarify which material is required.

RESPONSE: *The numbering has been corrected. Both enclosures for the control panel and waterbox are required to be 316 SS.*

2.04 INSTRUMENTATION AND CONTROLS – D – Instrumentation External to Waterbox: - iv. - Please consider requiring a complete Moss Kit I in lieu of portable sensors. See attached information for your consideration.

RESPONSE: *At this time, SJCUD prefers to use the OdaLog Type L2 data logger in the specifications.*

4. The following questions were received on the drawings:

1. On drawing #3, is there a minimum distance between the vessel and the water cabinet and nutrient tank?

RESPONSE: *Drawing #2 and #3 have been modified to provide additional distance between the odor control vessel and the water cabinet and nutrient tank. The revised drawings are attached.*

2. On drawing #3, shouldn't the lines from the recirculation pump connect to the two flanges on the south end of the tank?

RESPONSE: *Yes, this is shown on the revised drawing #3.*


3. Is there a requirement for a Grease/Mist Eliminator on the drawings or in the specifications?

The Grease/Mist Eliminator has been added to the 12" suction duct, and is shown on the revised drawing #3. This component is part of the odor control manufacturer's scope of supply.

THE BID DUE DATE IS: Wednesday, September 30, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

9/18/2015

Sharon L. Haluska
Contract Administrator
Purchasing Department

SETH SIMMONS PRESIDENT
Printed Name and Title

SQS CONTRACTING SERVICES, INC.
Company Name (Print)

Attachments:

Revised Bid Form 091715
Section 03300 – Cast-in Place Concrete
Section 16622 – Packaged Engine Generator Rehabilitation
Revised Plan Sheets 091815

END OF ADDENDUM #1

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CUC1225090

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



SIMMONS, SETH GARRETT
SGS CONTRACTING SERVICES, INC.
14207 NW STATE ROAD 45
HIGH SPRINGS FL 32643

ISSUED: 07/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407200002084

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CGC1514772

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



SIMMONS, SETH GARRETT
SGS CONTRACTING SERVICES INC
14207 NW STATE ROAD 45
HIGH SPRINGS FL 32643

ISSUED: 07/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407200001863



SGS CONTRACTING SERVICES, INC.

CGC 1514772

CUC 1225090

DATE: 09-30-2015

TO: St. Johns County
Constantine Engineering

RE: Bid No. 15-83 Riverside Lift Station Rehab & Odor Control Project
Length of Business Operation

To Whom It May Concern:

Enclosed you will find a Certificate of Corporate Status, as issued by the State of Florida. It indicates that: "SGS Contracting Services, Inc. is a corporation organized under the laws of the State of Florida, filed on October 8, 2012, effective July 25, 2007."

On October 8, 2012, the company elected to change its corporate taxable position from "LLC" to "INC". This election was made through the conversion process administered by the State of Florida Division of Corporations, in accordance with Florida Statutes s. 607.1115, Subsection 4 of this section states that: "upon the filing with the Department of the State of Florida of the certificate of conversion and the articles of incorporation...the existence of the corporation shall be deemed to have commenced when the other business entity commenced its existence in the jurisdiction in which the other business entity was first organized." Furthermore, this legal process allowed the company to continue operations under the same name without having to create a new corporate entity.

Effectively, and according to State of Florida regulations regarding corporations, SGS Contracting Services has been in operation without any lapse since July 25, 2007. From the time of the company's inception, it has remained in good standing with the State of Florida and all other regulatory agencies, including the Department of Business and Professional Regulation.

State of Florida

Department of State

I certify from the records of this office that SGS CONTRACTING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 2012, effective July 25, 2007.

The document number of this corporation is P12000085304.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on February 12, 2015,, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of April, 2015*



Ken Rejzner
Secretary of State

Tracking Number: CU0009693968

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PROJECT HISTORY – SGS Contracting Services, Inc. & Seth G Simmons

CURRENT PROJECTS – SGS CONTRACTING SERVICES, INC.

OCALA WRF #2 PROCESS & FILTER IMPROVEMENTS

Value: \$10,599,900*
Engineer: City of Ocala
General Contr: Brandes Design Build, Inc.
Owner: City of Ocala (Ed Earnest; 352-351-6688)
Service: Wastewater
Completion: July 2014 through November 2015

Construct new aeration basin, reconstruct existing aeration basins, large piping (underground & above-ground), new tertiary filter, aeration and filter equipment, aluminum walkways and handrail, electrical & I & C.

*Providing contract management, labor, supervision

GRU GENERAL SERVICE AGREEMENT FOR WATER & WASTEWATER OPERATIONS

Value: Indefinite Value
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: Gainesville Regional Utilities (GRU) (Rachel Haeseler; Gainesville, FL; 352-393-1618)
Service: Water & Wastewater
Completion: March 1, 2014 through February 28, 2017

Term contract service agreement for repair, rehab, and new construction of water and wastewater treatment facilities and systems throughout the Utility.

FGUA GENERAL SERVICE CONTRACT FOR UTILITY CONTRACTORS

Value: Indefinite Value
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: FGUA
Service: Water & Wastewater
Completion: TBD

Term contract service agreement for repair, rehab, and new construction of water and wastewater treatment facilities and utility systems throughout the Utility.

LAKE JOVITA HYDRO TANK INSTALLATION

Value: \$93,107

Engineer: N/A

General Contr: SGS Contracting Services, Inc.

Owner: Pasco County (Michael Marquis; 813-235-6189)

Service: Water

Completion: September 2015 through January 2016

Remove and replace one (1) 20,000 gallon hydro tank and related accessories.

PROJECTS PERFORMED AS SGS CONTRACTING SERVICES, INC.
(October 2012 through CURRENT)

NEWBERRY WRF EXPANSION (2012 – 2013)

Value: \$2,427,000*

Engineer: Jones, Edmunds, & Associates

General Contr: Brandes Design-Build, Inc.

Owner: City of Newberry (Blaine Suggs; Newberry, FL; 352-213-0070)

Service: Wastewater

Expansion of existing plant by adding new packaged WWTP, sprayfield, sitework, electrical, I & C

*Provided contract management, supervision, & labor

POLK COUNTY NWRWRF EXPANSION PROJECT (2013)

Value: \$2,945,000*

Engineer: Reiss Engineering (Kathleen Gierok; Winter Haven, FL; 407-679-5358)

General Contr: Brandes Design-Build, Inc.

Owner: Polk County Utilities

Service: Wastewater

Misc. structural, mechanical, and electrical improvements throughout plant for expansion purposes.

*Provided contract management, labor, supervision

ADENA SPRINGS WWTP (2013)

Value: \$220,000*

Engineer: Nijhuis Water Technology

General Contr: Brandes Design-Build, Inc.

Owner: Adena Springs Ranch

Service: Wastewater

Installation of WWTP equipment, vaults, tanks; provided complete wastewater system for cattle processing facility.

*Provided contract management, labor, supervision

BONITA SPRINGS UTILITIES CLARIFIER & HEADWORKS TROUGH REHAB (2013)

Value: \$136,600

Engineer: N/A

General Contr: SGS Contracting Services, Inc.

Owner: Bonita Springs Utilities (Keith Helsper; Bonita Springs, FL; 352-390-4832)

Service: Wastewater

Concrete and coatings rehabilitation of existing headworks and clarifier troughs.

GRU GSA – MWTP REUSE POND VALVE (2015)

Value: \$10,880
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: Gainesville Regional Utilities (Rachel Haeseler; Gainesville, FL; 352-393-1618)
Service: Water
Completion: January 2015
Remove and replace piping and check valves serving the reuse pond backwash pumps.

NE FL STATE HOSPITAL PAINTING OF STEAM PIPES

Value: \$162,498
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: State of Florida Department of Children & Families
Service: Water
Completion: December 2014 through June 2015
Cleaning, surface prep, and recoating of approximately 10,000 LF of elevated metal steam piping throughout the facility.

HIGH SPRINGS WWTP – SLUDGE BOX

Value: \$39,496
Engineer: Mittauer & Associates (Tim Norman; 904-278-0030)
General Contr: SGS Contracting Services, Inc.
Owner: City of High Springs
Service: Wastewater
Completion: January 2015 through May 2015
Installation of Owner-furnished Sludgemate Sludge Box unit and chemical feed equipment. Includes furnishing and installing process piping, electrical, pumps and instrumentation.

GRU GSA – KANAPAH WRF HEADWORKS WALKWAY AND STAIRS REPLACEMENT

Value: \$49,472
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: Gainesville Regional Utilities (John Gifford, PE; Gainesville, FL; 352-317-1837)
Service: Wastewater
Completion: January 2015 through July 2015
Removal of existing steel stair and elevated walkway structures at the headworks, and replacement with new aluminum structures. Includes misc. handrail improvements.

PROJECTS PERFORMED WHILE PROJECT MANAGER @ BEACH CONSTRUCTION COMPANY, INC.
(2006 through June 2008)

SARASOTA EFFLUENT AIR STRIPPERS (2006)

Value: \$1,300,000

Engineer: PBS & J

Owner: City of Sarasota

Service: Wastewater/Reclaim

Dual packed-tower air strippers, vertical turbine pumps, large diameter process piping, electrical, I & C

OLGA WTP 2 – 5 MG CROM TANKS (2006 – 2007)

Value: \$1,354,000

Engineer: Macolm-Pirnie

General Contr: The Crom Corporation

Owner: Lee County

Service: Water

2 each 5MG prestressed water tanks, 500 (+/-) precast concrete piles, large diameter pipe, sitework, electrical, I & C

PINE RIDGE ESTATES GROUND STORAGE TANK & HIGH SERVICE PUMP STATION (2007)

Value: \$944,000

Engineer: HDR

Owner: Citrus County

Service: Water

New 0.25MG glass fusion tank, package high service pump station, electrical, I & C

SUGARMILL WOODS WTP #3 – GST & HSP (2007)

Value: \$1,355,740

Engineer: Hoyle, Tanner, & Associates

Owner: Citrus County

Service: Water

New 0.5MG prestressed water tank, metal building, site-built pump station, utility & sitework, electrical, I & C

PROJECTS PERFORMED WHILE PARTNER/OWNER & VICE PRESIDENT @ BEACH CONSTRUCTION

COMPANY, INC.

(July 2008 through September 2012)

MARCO ISLAND MLE TANK & 4MG WATER TANK (2008)

Value: \$667,477

Engineer: CH2M Hill/CDM

General Contr: The Crom Corporation (James Wornick; Gainesville, FL; 352-262-4136)

Owner: City of Marco Island

Service: Water and Wastewater

Performed sitework and U/G piping ahead of new 4MG prestressed concrete water tank and prestressed concrete MLE tank, extensive misc. metals

MURPHREE WTP FILTER EXPANSION & UPGRADE (2008 – 2009)

Value: \$5,378,249

Engineer: CH2M Hill (Tim Ptak; Gainesville, FL; 352-384-7159)

Owner: Gainesville Regional Utilities

Service: Water

Expanded plant filter capacity by 10MGD, large diameter piping, large structural concrete filter building, filter rehab, new filter system, electrical, I & C

CALLAHAN SRF WASTEWATER TREATMENT PLANT (2008-2009)

Value: \$5,327,758

Engineer: Mittauer & Associates (Tim Norman; Orange Park, FL; 904-278-0030)

Owner: Town of Callahan

Service: Wastewater

Construction of new WWTP, including new clarifiers, digesters, lift station, process equipment, oxidation ditch, pump station, generator, metal building, heavy sitework, electrical, and I & C

ELWOOD PARK WATER BOOSTER STATION IMPROVEMENTS (2008 – 2009)

Value: \$1,799,000

Engineer: URS (Craig Osmanski; Tampa, FL; 813-636-2146)

Owner: Manatee County

Service: Water

Installed new high service pumps, large diameter piping, 1000 KW generator, extensive electrical

MANATEE COUNTY WTP – 10MG WATER STORAGE TANK (2008 – 2009)

Value: \$3,957,000

Engineer: URS (Craig Osmanski; Tampa, FL; 813-636-2146)

Owner: Manatee County

Service: Water

New 10MG prestressed concrete water tank, very large diameter piping, extensive sitework, electrical

SOUTH COUNTY POTABLE WATER REPUMP STATION (2011 – 2012)

Value: \$5,245,700
Engineer: McKim & Creed
Owner: Hillsborough County (Gita Iranipour; Tampa, FL; 813-272-5977)
Service: Water

Developed site and built new pump station with 300 (+/-) precast concrete piles, 3MG prestressed concrete water tank, large architectural building, large diameter piping, high service pumps, generator, electrical, I & C

SOUTH COUNTY AWTP SLUDGE PROCESSING CONVERSION (2011 – 2012)

Value: \$2,729,000
Engineer: HDR (Lenore Horton; Tampa, FL; 813-282-2300)
Owner: Hillsborough County
Service: Wastewater

Demolition of existing belt presses, installation of 2 each centrifuges, concrete, electrical, I & C

MARCO ISLAND NWTP MF BUILDING (2011 – 2012)

Value: \$1,406,903
Engineer: CH2M Hill/Astorino
Owner: City of Marco Island (Bruce Weinstein; Marco Island, FL; 239-389-5184)
Service: Water

Construct new architectural building for future MF equipment, large diameter piping beneath building, concrete, sitework, electrical

MARCO ISLAND RWPF PHASE IV IMPROVEMENTS (2011 – 2012)

Value: \$3,446,341
Engineer: CDM
Owner: City of Marco Island (Bruce Weinstein; Marco Island, FL; 239-389-5184)
Service: Wastewater

Misc. improvements throughout plant, include pumps, tanks, metals, demo, piping, electrical, I & C

BAKER CORRECTIONAL INSTITUTION WWTF IMPROVEMENTS (2011-2012)

Value: \$2,808,480
Engineer: Mittuaer & Associates (Tim Norman; Orange Park, FL; 904-278-0030)
Owner: Florida Department of Corrections
Service: Wastewater

Expansion of existing facility from 0.29 MGD to 0.32 MGD. Included new pump station, flow splitter box, disk filters, chlorine contact chamber, gas chlorination system, polymer feed system, storage tankage, sludge drying beds, generator, electrical, and I & C

BID NO.: 15-83

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that SGS Contracting Services, Inc. as Principal, and FCCI Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of FIVE Percent of amount bid Dollars (\$ 5% amount bid) 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 September 30, 2015.

For
RIVERSIDE LIFT STATION REHAB AND ODOR CONTROL
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 30th day of September A.D., 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 15-83

WITNESSES:

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

WITNESSES:

Walker

SGS Contracting Services, Inc.

PRINCIPAL:

SETH SIMMONS, SGS CONTRACTING SERVICES, INC
NAME OF FIRM:

Seth

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

PRESIDENT

TITLE

14207 NW SR 45
BUSINESS ADDRESS

HIGH SPRING, FL 32643
CITY STATE

WITNESS:

Lauren

SURETY:

FCCI Insurance Company

CORPORATE SURETY

Paul A. Locascio

ATTORNEY-IN-FACT (AFFIX SEAL)
Paul A Locascio, Attorney-in-Fact & FL Licensed Resident Agent

6300 University Parkway
BUSINESS ADDRESS

Sarasota FL 34240
CITY STATE

Waldorff Insurance & Bonding, Inc.

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Paul A. Locascio, Benjamin H. French, Sheree W. Lewis

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000):

\$1,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 3rd day of June, 2011.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Debra Douglas
Debra Douglas, EVP and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2012

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2012
No. DD826122

Arlene Cuman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Debra Douglas, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2012

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2012
No. DD826122

Arlene Cuman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of September, 2015

Debra Douglas
Debra Douglas, Corporate Secretary



More than a policy. A promise.

FCCI Insurance Company
Financial Statement – December 31, 2014

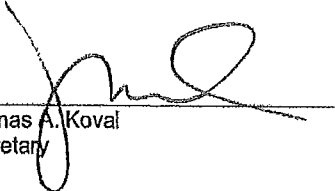
Assets		Liabilities	
Cash and Short-term Investments	\$ 32,700,997	Unearned Premiums	\$ 281,458,754
*Bonds - U.S. Government	38,946,372	Reserve for Claims and Claims Expense	644,487,418
*Other Bonds	1,047,713,249	Reserve for Dividends to Policyholders	-
*Stocks	285,986,092	Additional Statutory Reserve	-
Real Estate	31,723,422	Reserve for Commissions, Taxes and Other Liabilities	204,420,557
Agents' Balances or Uncollected Premiums	225,576,735	Total Liabilities	\$ 1,130,366,729
Investment Income Due and Accrued	10,273,370		
Other Admitted Assets	<u>36,154,374</u>	Surplus	
		Capital Stock	\$ 5,000,000
		Unassigned Surplus	573,707,882
		Surplus to Policyholders	578,707,882
Total Admitted Assets	\$ 1,709,074,611	Total Liabilities and Surplus	\$ 1,709,074,611

* Bonds are stated at amortized cost; unaffiliated stocks are stated at fair market value or contractually specified values; and affiliated stocks are valued using the statutory equity method.

The foregoing financial information is taken from FCCI Insurance Company's financial statement filed with the Florida Office of Insurance Regulation.

I, Thomas A. Koval, Secretary of the FCCI Insurance Company of Sarasota, Florida, do hereby certify that the foregoing schedule is a true and correct statement of the Assets and Liabilities by the said Company, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Sarasota, Florida, this 20th day of March, 2015.



 Thomas A. Koval
 Secretary

3/20/15

 Date

**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 _____ (p) _____ (f) hereinafter referred to as the "Contractor") under seal for Construction of _____ hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any):

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

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

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

1.6 Ownership of Contract Documents

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

**ARTICLE II
THE WORK**

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

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

The Scope of Work for this project shall generally include

shall be performed specifically in accordance with the specifications and drawings.

**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 _____ () consecutive calendar days. Final Completion shall be _____ () 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 \$ _____ 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 _____ & **XX/Cents (\$ _____)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

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

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

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

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

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

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

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

5.3 Withheld Payment

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director

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

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

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

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

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

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

8.2 Claims by the Contractor

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

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

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

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in

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

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

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

in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

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

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and

expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

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

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

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

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public

authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

a) (INSERT APPLICABLE REQUIREMENTS HERE)

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

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

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

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

**ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY**

15.1 Contractor's Employment Opportunity

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

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

**ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS**

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII **ACCESS TO RECORDS**

17.1 Access To Records (Chapter 119, Florida Statues)

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 (insert name of party) is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

{Remainder of page intentionally left blank}

Contract No.: _____

Owner
St. Johns County (Seal)

(Typed Name)

By: _____

Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

Date of Execution

Cheryl Strickland, Clerk of Courts

By:
Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date: _____

Contractor
_____ (Seal)

(Typed Name)

By _____

Signature

Printed Name & Title

Date of Execution