

RESOLUTION NO. 2016 - 73

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID 15-17R AND TO EXECUTE AGREEMENTS FOR REPAIRS RELATED TO THE VILANO FISHING PIER PROJECT.

RECITALS

WHEREAS, the County desires to enter into a contract with Sieg & Ambachtsheer, Inc. to provide services for the repairs related to St. Johns County Vilano Fishing Pier; and

WHEREAS, the scope of the services shall include repairs as per the specifications for the Vilano Fishing Pier; and

WHEREAS, through the County's formal Bid process, Sieg & Ambachtsheer, Inc. was selected as a qualified respondent to enter into a contract with the County to perform the work referenced above; and

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

WHEREAS, the proposed contract will be finalized with Sieg & Ambachtsheer, Inc.; and will be in substantially the same form and format as the attached draft.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award BID 15-17R to Sieg & Ambachtsheer, Inc., and to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft with Sieg & Ambachtsheer Inc. on behalf of the County to provide the scope of services as specifically provided in BID 15-17R.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of March, 2016.

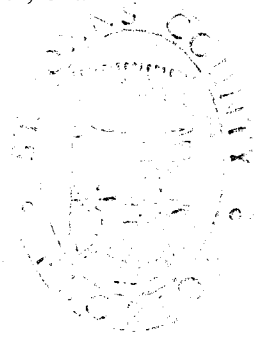
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

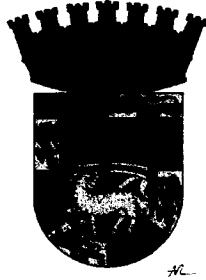
By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk of Court

By: Pam Halterm
Deputy Clerk

RENDITION DATE 3/17/16





**Board of County Commissioners
St. Johns County, Florida**

BID NO.: 15-17R

VILANO FISHING PIER REPAIRS RE-BID

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

FINAL 1/5/16

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150**

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PROJECT SPECIFICATIONS

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BID NO.: 15-17R

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, February 17, 2016** at the St. Johns County Purchasing Dept located in the **St. Johns County Administration Bldg at 500 San Sebastian View, St. Augustine, Florida 32084** (904) 209-0150 for **Vilano Fishing Pier Repairs Re-Bid**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work: The scope of work for the project consists of providing repair and rehabilitation improvements to the Vilano Fishing Pier located on the east side of the Tolomato River north of Porpoise Point in Vilano Beach near St. Augustine, FL. Improvements to the **Base Bid Items** shall include rehabilitation of steel girders; steel bearing replacement; cleaning & painting of steel girders; concrete spall repair (substructure elements) and concrete crack epoxy injection (superstructure elements – excluding rails). A **Bid Alternate** is being included for repair and rehabilitation improvements to include concrete crack epoxy injection (deck & rails); installation of deck joint seals; concrete spall repair (rails); approach slab repair; repair of utilities (replacement of hangers); repainting of decorative artwork of deck and anti-graffiti application. All work shall be performed in accordance with the plans and specifications.

There will be a **Mandatory** Pre-Bid Conference on **Tuesday, January 26, 2016 at 9:30 a.m.** at the St. Johns Co Administration Bldg, Aviles Conference Room, 500 San Sebastian View, St. Augustine, FL 32084. It is the bidder's responsibility to ensure timely arrival. Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this Pre- Bid Meeting will not be allowed to submit a bid. **The deadline for all questions for this bid shall be 4:30 P.M. Wednesday, February 3, 2016.**

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and hold a current Marine Contractor or Certified General Contractor license at the time the bid is due. FDOT Pre-qualified contractors performing the work in the following Work Classes: 1) Repair & Rehabilitation of Minor Bridges **and** 2) Bridge Painting can either be the Prime Bidder or a subcontractor. Bidders must have successfully constructed, as a prime contractor or subcontractor, at least two (2) projects of the type, size, and dollar value of the construction proposed for this project, and the bidding firm must have been in business as a contractor for at least five (5) years. Additionally, the Prime or subcontractor performing the painting portion of the work must be SSPC-QP1 and SSPC-QP2 certified. Proof of licensing and qualifications shall be submitted the with the Prime Bidder's Bid Proposal.

In addition to the standard St Johns County insurance requirements specified in the Standard Agreement, Prime Bidders must have proof of USL&H Insurance coverage (Longshoremen's and Harbor Worker's Compensation Act –LHWCA) at the time the bid proposal is submitted. Additionally, proof of Pollution Liability Insurance must be provided with the Bid Proposal (See Attachment G – Insurance Certificates.

Bid Documents including a CD of plans in a PDF format may be obtained from Ayres Associates, 5220 Shad Road, Suite 200-3, Jacksonville, FL 32257, (904) 260-6288, kempd@ayresassociates.com, for the sum of \$ 75.00 per set, which is non-refundable. Make checks payable to Ayres Associates.

All questions shall be directed **in writing** to Sharon Haluska, St. Johns County Purchasing via email to shaluska@sjcfl.us
The deadline for all questions for this bid shall be 4:30 P.M. Wednesday, February 3, 2016.

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia

Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

SECTION 00100

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: **BID NO.: 15-17R Vilano Fishing Pier Repairs Re-Bid**

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Architect is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the terms of the Contract. Code compliance is performed by the local building jurisdiction.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

He has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from Ayres Associates in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least **Fourteen (14)** days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative **Seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least **Fourteen (14)** days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Architect or Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO.: 15-17R**"

- SEALED BID FOR VILANO FISHING PIER REPAIRS RE-BID. See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix it's corporate seal.

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically

or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and hold a current Marine Contractor or Certified General Contractor license at the time the bid is due. FDOT Pre-qualified contractors performing the work in the following Work Classes: 1) Repair & Rehabilitation of Minor Bridges and 2) Bridge Painting can either be the Prime Bidder or a subcontractor. Bidders must have successfully constructed, as a prime contractor or subcontractor, at least two (2) projects of the type, size, and dollar value of the construction proposed for this project, and the bidding firm must have been in business as a contractor for at least five (5) years. Additionally, the Prime or subcontractor performing the painting portion of the work must be SSPC-QP1 and SSPC-QP2 certified. Proof of licensing and qualifications shall be submitted with the Prime Bidder's Bid Proposal.

In addition to the standard St Johns County insurance requirements specified in the Standard Agreement, Prime Bidders must have proof of USL&H Insurance coverage (Longshoremen's and Harbor Worker's Compensation Act -LHWCA) at the time the bid proposal is submitted. Additionally, proof of Pollution Liability Insurance must be provided with the Bid Proposal (See Attachment G - Insurance Certificates).

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor's Qualification Statement of AIA Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

LIST OF SUBCONTRACTORS - (Required 7 days after bid date, and only by the apparent low bidder)

Each Bidder shall submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are

required, so state there on.

Upon request by the Architect, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Architect and Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

PUBLIC CONSTRUCTION BOND

Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds: The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at it's option to consider the Contractor non-responsive and Contract with the next best Bidder.

"The work to be performed per under this Agreement shall be commenced within **Ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Two Hundred & Ninety (290)** consecutive calendar days from the date of the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion".

NOTE: Contract Time as stated above shall cover the contract duration for the Base Bid ONLY. In the event the County elects to award any or all of the Bid Alternate items, additional time will be added to the contract through a written contract change order at the time of award of Bid Alternate/s. Any additional time shall be by mutual consent of the Owner and the successful bidder.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00
\$2,500,000 but less than \$5,000,000	\$2,121.00
\$5,000,000 but less than \$10,000,000	\$3,057.00
\$10,000,000 but less than \$15,000,000	\$3,598.00
\$15,000,000 but less than \$20,000,000	\$4,544.00
\$20,000,000 and over	\$8,537.00
.	0.00027 of any amount over \$20 Million

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Agreement Between Owner & Contractor). An original insurance certificate, naming the St. Johns County as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed." St. Johns County reserves the right to purchase Builders Risk Insurance when in the best interests of the County.

In addition to the standard St Johns County insurance requirements specified in the Standard Agreement, Prime Bidders must have proof of USL&H Insurance coverage (Longshoremen's and Harbor Worker's Compensation Act -LHWCA) at the time the bid proposal is submitted.

Proof of Pollution Liability Insurance must also be provided with the Bid Proposal.

Bidder shall attach copies of all Certificates of Insurance as required in this section (See Attachment "G").

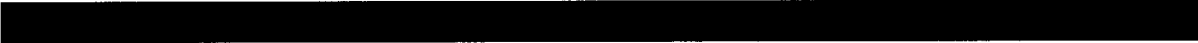
TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal. St. Johns County Reserves the right to Owner Direct Purchase materials or equipment in accordance with County Purchasing Policy 302.21 or implement other means in order to achieve related sales tax cost savings.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

END OF SECTION



**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO.: 15-17R

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

PROJECT: VILANO FISHING PIER REPAIRS RE-BID

**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 for Bid No. 15-17R Vilano Fishing Pier Repairs Re-Bid, 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 and alternate bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Vilano Fishing Pier Repairs as per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)**

_____/100 Dollars

(Amount written or typed in words)

BID ALTERNATE #1:

FOR: Vilano Fishing Pier Repairs – Approach Slab Rehabilitation, Cap and Pile Graffiti Cleaning as per plans and specifications for.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars

(Amount written or typed in words)

BID ALTERNATE #2:

FOR: Vilano Fishing Pier Repairs – **Spall, Delamination and Crack Repair of Deck & Bridge Rails** as per plans and specifications for.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

BID ALTERNATE #3:

FOR: Vilano Fishing Pier Repairs – **Deck & Bridge Rail Cleaning and Sealing** as per plans and specifications for.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

BID ALTERNATE #4:

FOR: Vilano Fishing Pier Repairs – **Deck Joint Installation** as per plans and specifications for.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

NOTE: Lump Sum Bid Prices shown above must be equal to the "Total" lines shown on Attachment "F" - Unit Price Bid Form. Attachment "F" - Unit Price Form MUST be submitted with Bid Price Proposal.

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

Time of Substantial Completion to be **290** consecutive calendar days from receipt of Notice to Proceed from Owner.

NOTE: Contract Time as stated above shall cover the contract duration for the Base Bid ONLY. In the event the County elects to award any or all of the Bid Alternate items, additional time will be added to the contract through a written contract change order at the time of award of Bid Alternate/s. Any additional time shall be by mutual consent of the Owner and the successful bidder.

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 & Ninety (290)** 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” – Unit Price List
 - “G” – Insurance Certificates
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No.: 15-17R

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 _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 15-17R for Vilano Fishing Pier Repairs Re-Bid, in St. Johns County, Florida.

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

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

Bid No.: 15-17R

ONLY REQUIRED BY SUCCESSFUL BIDDER 7 DAYS AFTER NOTICE OF AWARD

ATTACHMENT "B"

LIST OF PROPOSED SUBCONTRACTORS

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

<u>DIVISION OF WORK or</u>	<u>NAME AND ADDRESS OF</u>
<u>DESCRIPTION/NAME OF EQUIPEMENT</u>	<u>SUBCONTRACTOR or EQUIPMENT VENDOR</u>

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bid No.: 15-17R

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ 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 _____ day of _____, 20 __, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

Bid No.: 15-17R

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: _____

Bidder

Date

Authorized Signature

Bid No.: 15-17R

ATTACHMENT "E"

License/Certification List

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

The bidder shall attach a copy of each current license and certification/pre-qualification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			
FDOT Pre- Qualification – Repair & Rehabilitation Minor Bridges			
FDOT Pre- Qualification – Bridge Painting			

ATTACHMENT "F"

***Unit Price Bid Form
BASE BID***

<i>PAY ITEM #</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>DESCRIPTION</i>	<i>UNIT \$</i>	<i>TOTAL \$</i>
101-1	1.00	LS	MOBILIZATION	\$	\$
104-11	200.00	LF	FLOATING TURBITY BARRIER	\$	\$
104-12	1200.00	LF	STAKED TURBITY BARRIER	\$	\$
109-71-1	320.00	DAY	FIELD OFFICE	\$	\$
400-140-1	44.00	EA	NEOPRENE PAD REPLACEMENT (REMOVE STEEL BEARING)	\$	\$
401-70-2	138.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$	\$
411-1	1.00	GAL	EPOXY MATERIAL – STRUCTURES REHAB (SEE NOTE 2)	\$	\$
411-2	20.00	LF	INJECT AND SEAL CRACK (SEE NOTE 2)	\$	\$
460-1-1	7,942.00	LB	STRUCTURAL STEEL – REHAB CARBON	\$	\$
460-98-1	132.00	EA	PIPE HANGER, CARBON	\$	\$
460-112	88.00	EA	ANCHOR BOLT REPLACEMENT	\$	\$
561-2	17,376.00	SF	COATING EXISTING STRUCTURAL STEEL	\$	\$
				TOTAL**	\$

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM PAGE 15.
5. THIS FORM MUST BE **COMPLETED AND SUBMITTED** WITH THE BID PRICE PROPOSAL.

**Unit Price Bid Form
 BID ALTERNATES**

PAY ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	TOTAL \$
			<i>Bid Alternate #1 – Approach Slab Rehabilitation, Cap and Pile Graffiti Cleaning</i>		
352-71	15.00	SY	MILLING OF EXISTING CONCRETE	\$	\$
400-136	15.00	SY	EPOXY CONCRETE OVERLAY – STRUCTURES REHAB	\$	\$
563-4	94.00	SF	ANTI-GRAFFITI COATING, NON-SACRIFICIAL, AND GRAFFITI REMOVAL	\$	\$
			<i>Bid Alternate #1 Lump Sum Total</i>		\$
			<i>Bid Alternate #2 – Spall, Delamination and Crack Repair of Deck & Bridge Rails</i>		
401-70-2	5.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$	\$
411-1	28.00	GAL	EPOXY MATEIAL – STRUCTURES REHAB (SEE NOTE 2)	\$	\$
411-2	1,000.00	LF	INJECT AND SEAL CRACK SEE NOTE 2)	\$	\$
			<i>Bid Alternate #2 Lump Sum Total</i>		\$
			<i>Bid Alternate #3 – Deck and Bridge Rail Cleaning and Sealing</i>		
413-151	175.00	SF	METHACRYLATE MONOMER	\$	\$
413-154	26,143.00	SF	CLEANING AND SEALING CONCRETE SURFACES	\$	\$
			<i>Bid Alternate #3 Lump Sum Total</i>		\$
			<i>Bid Alternate #4 – Deck Joint Installation</i>		
458-1-21	520.00	LF	BRIDGE DECK EXPANSION JOINT, REHAB, POURED	\$	\$
			<i>Bid Alternate #4 Lump Sum Total</i>		\$

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM PAGES 15 and 16.
5. THIS FORM MUST BE **COMPLETED AND SUBMITTED** WITH THE BID PRICE PROPOSAL.

ATTACHMENT "G"

Insurance Certificates

Bidder shall attach copies of all Certificates of Insurance as required in Section 00100 – Instruction to Bidders above.

BID NO.: 15-17R

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) 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 _____, 20__.

For
Vilano Fishing Pier Repairs Re-Bid
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

BID NO.: 15-17R

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



CONTRACT FORM AND CONDITIONS

(SAMPLE - For Reference Only)

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
(1992 EDITION, REVISED 10/3/13)**

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

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 Architect, 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 Architect 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 Architect 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 Architect 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: **Including furnishing the Owner with "as-built" drawings that are acceptable to the Owner by the date of Substantial Completion; Owner shall have the right, but not the obligation, to produce "as-built" drawings that meet the requirement as set forth in the construction documents and the County Development Review requirements, on behalf of the Contractor. The Owner may then deduct the actual cost of the "as-built" drawings from the Contract amount.**

The Contractor shall be required to comply with all St. Johns County Development Review/Ordinance included, but not limited to specific requirements for T.V. examination of the underground pipe and construction of all A.D.A.

ramps.

The Scope of Work for this project shall generally include providing all labor, materials, tools, supervision and other items as necessary to construct equipment,

All work shall be performed in accordance with plans and specifications issued for this project.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.0 The Contractor shall have ten (10) days to return the Contract originals from the time the Contractor receives a "Notice of Award". Owner will return a "fully executed" Contract original to the Contractor no later than seven (7) days after return of the executed Contract originals, (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder

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 **Fifteen (15)** 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 For a period of () consecutive calendar days the Contractor shall pay to the Owner the sum of \$ 500.00 (five-hundred dollars 00/100 cents) 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. Thereafter, the Contractor shall pay to the Owner the sum of \$500.00 (five-hundred dollars and 00/100 cents) per day for each and every calendar day of unexcused delay in achieving Final Completion.

Any sums 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.

3.3.2 Contract Effective Date

The date this Agreement is made and shall be effective shall be the last date of Execution of the Contract by any of the parties to the Contract. Execution of parties and dates thereof shall appear on

**ARTICLE IV
CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of _____ **& 00/Cents (\$ _____) for Base Bid, for a Total Lump Sum Bid Amount of _____ and 00/Cents (\$ _____)**, except as modified by Change Order as provided elsewhere 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 Architect 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 Architect 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 Architect 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 Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect 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 Owner and upon Certificates for Payment subsequently issued to the Owner by the Contractor, 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 Owner and the Architect 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 Architect 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 Owner's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Owner 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 Owner'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.

5.2.4.1 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 Architect thereof in writing, 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 Owner and the Architect thereof in writing, a list of items to be completed or corrected. When the Architect 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 Architect thereof in writing. Thereupon, the Architect 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 Architect 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 Architect in its Certificate of Substantial Completion, the Contractor shall pay to the Owner liquidated damages in the amount of \$500.00 (five-hundred and 00/100 dollars) 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 sums 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 Architect 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 Owner 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 Architect'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 the cost of reproduction 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 Architect 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 the Architect.

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 Owner and the Architect 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 Owner and the Architect. 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 Owner and the Architect, 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 Owner and the Architect 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 Architect 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, defend 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 the Contract. 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 Architect, this person shall be the Contractor's Superintendent.

**ARTICLE VIII
CONTRACT ADMINISTRATION**

8.1 The Architect

8.1.1 The Architect for this project is: p ()

In the event the Owner should find it necessary or convenient to replace the Architect, the status of the replacement Architect shall be that of the former Architect.

8.2 Architect's Administration

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Agreement. The Architect shall be the Owner's representative from the effective date of this Agreement until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

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

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Agreement.

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

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, 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.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and will issue a final Certificate for Payment upon compliance with the requirements of the Contract.

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

8.2.10 The word "ENGINEER" whenever used in this Agreement shall be synonymous with the word "ARCHITECT" when the word ARCHITECT is used.

8.3 Claims by the Contractor

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

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Contract and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 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 the Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Contract, be encountered, wherein the Contract Documents or Standard Construction industry practice have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within **seven (7)** days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Owner and the Architect 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.

8.3.4 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 Architect 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 and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 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.

8.3.5 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 Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim 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 rise to the claims 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 a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claims as required in this Subparagraph, any claim for an extension shall be waived. This paragraph shall not be deemed to waive any damage for delay that is covered by insurance.

8.3.5.1 Delays and Extensions of Time – An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Contractor shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work.

8.4 Field Orders

8.4.1 The Architect 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 Owner, 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 Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner 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 Owner and the Architect, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the

Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Architect 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 Architect 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 Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

**ARTICLE XI
UNCOVERING AND CORRECTING WORK**

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provision of this Agreement, it shall, if required by the Architect or the Owner, be uncovered for the Architect'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 Architect or Owner, be uncovered for the Architect'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 Architect 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 Architect'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 Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. 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

Contractor's Insurance:

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

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

13.1 Major Contract for Service: \$500,000 or more with unusual or high hazards

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

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

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

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

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

13.2 Property Insurance

Contractor shall purchase and maintain property insurance with the form of policy for this coverage shall be a Completed Value. The Contractor shall provide this coverage and shall be in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.

13.3 Certificate of Insurance

The Contractor shall furnish one copy of each Certificate of Insurance herein

required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by paragraphs 13.1 and 13.2 naming the Owner as additionally insured.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits.

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 Bond 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 Bond. 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 Architect 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 Architect.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Architect, 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
PUBLIC RECORDS**

17.1 Public Records (Chapter 119, Florida Statutes)

17.1.1 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 (insert name of other party) 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.

Contract No.: _____

Owner

Contractor

St. Johns County _____ (Seal)
(Typed Name)

_____ (Seal)
(Typed Name)

By: _____

By: _____

Signature

Signature

Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Senior Assistant County Attorney

Date: _____

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____ (Contractor; address; phone) as Principal and _____ (Surety Co.; address; phone) a Corporation, as Surety are bound to ST. JOHNS COUNTY, FLORIDA, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, _____, 20____, between Principal and Owner for construction of _____ (Project, address, and brief description of work) the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

(SEAL)

Witness to Surety

Address

Principal

By: _____

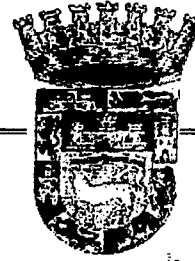
Address

(Surety)

By: _____
Attorney-in-Fact

Address

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

January 27, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-17R Vilano Fishing Pier Repairs Re-bid

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

Changes:

The primary St. Johns County point of contact for all questions, inquiries and communication regarding this bid is hereby changed:

From:

Sharon Haluska (904) 209-0156 at shaluska@sjcfl.us

To:

Karen Fullerton, Purchasing Supervisor (904) 209-0158 at kfullerton@sjcfl.us

THE BID DUE DATE REMAINS: Wednesday, February 17, 2016 at 2:00 P.M.

Acknowledgment


Sincerely,

Signature and Date

Printed Name and Title

Company Name (Print)

Sharon L. Haluska
Contracts Manager
Purchasing Department


2-16-2017
SIEGFRIED AMBACHSHEER, PRESIDENT
SIEGFRIED AMBACHSHEER, INC.

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

February 10, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-17R - Vilano Fishing Pier Repairs Rebid

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

Pre-Bid Questions/Clarifications:

1. Clarify the claims process.

RESPONSE: The claims process is outlined in Article 8.3 of the Sample St. Johns County Standard Agreement included in the front end bid documents.

2. Clarify bid pricing (i.e. Lump Sum versus Unit Price)

RESPONSE: This project shall be bid as a Lump Sum project.

Per Bid Documents Section 00100 Instruction to Bidders "It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project."

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

Quantities shown on the Unit Price Bid Form are estimated quantities for bidding purposes. For bidding purposes, each bidder shall calculate their lump sum bid price for each component based upon the estimated quantities provided in Bid Attachment "F" – Unit Price Bid Form.

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

The successful bidder shall report variances between actual quantities installed and estimated quantities bid, during construction to the designated County Project Manager for review. Adjustments to the contract value (+ or -) may be allowed and all approved adjustments to the contract value shall be calculated on the Unit Price submitted with the bid (Attachment "F").

3. Clarify the laydown area location.

RESPONSE: The laydown (staging) area is as shown on Sheet 18 of the Contract Plans. This area and location is approximate and for bidding purposes only. The staging area and field office is subject to change before construction commences.

4. Clarify the load rating of the pier.

RESPONSE: The pier was analyzed for the existing conditions and is considered safe for a load carrying capacity of 100 pounds per square foot. It was not intended that heavy construction vehicles would be on the pier during the rehabilitation. If the contractor is considering using the pier to store or move heavy loads, then a load analysis shall be submitted to the Engineer for review and approval.

5. Clarify if the pier and water taxi will be closed.

RESPONSE: The pier and water taxi ramp will be closed to the public for the duration of the project. Refer to the notes under the section Maintenance of Traffic on Sheet 04.

QUESTIONS/CLARIFICATIONS:

Question 1: Painting structural steel-The approach spans were completely sandblasted near white and painted with inorganic zinc and an acrylic top coat in the 1970's. At that time FDOT did not use any lead paint in their organic and inorganic zinc systems.

Have there been any tests performed to indicate lead? If coating is performed on a no lead structure, the County can save 20 % to 30 % on painting.

Response: Yes, testing was performed. A swab test was performed in the field during the inspection of the pier. Paint samples were also sent for laboratory testing. The presence of lead was confirmed in both tests.

Question 2: The anchor bolt replacement plans call for replacing some existing anchor bolts with 1" bolts, 15" minimum embedment. The drawing is unclear as to the location of the anchor bolt. On Sheet 14, steel girder section replacement, the anchor bolt is underneath the existing diaphragm and wing wall. Sheet #15, elevation view of the anchor bolt and bearings shows it off the side of the diaphragm. It needs to be 3" off the side so that we can drill 1 1/4" anchor holes and miss the existing concrete diaphragm. Also, the holes in the new steel plate can be offset so that the steel anchor plate will still fit over the existing pier cap.

Response: As measured during the field inspection, each diaphragm is approximately 1'-9 1/4" high x 8" thick with an approximate 1" to 2" gap between each diaphragm. This leaves approximately 6" to 6 1/2" between the edge of the diaphragm and edge of cap. Issues with clearance can be addressed during construction. The anchor bolt can be shifted forward slightly toward the face of the cap if needed while staying within the rebar cage. Additionally, the anchor bolt can be drilled at a slight angle while using a beveled washer instead of a flat washer when attaching the nut.

Question 3: We are a FL marine and general contractor for the state. We are also FDOT prequalified for specialty classes of work: "design build for pile jacket and scour repair". Will the County accept this FDOT qualification in order for the contractor to bid as the prime contractor.

Response: The contractor team submitting on the project shall have be prequalified for the FDOT work groups "R&R Minor Bridges" and "Bridge Painting" as indicted on plan Sheet 4 under the section Contractor FDOT Certifications. Each contractor does not need both prequalifications; however, the submitting team is required to have the prequalifications. In addition to the FDOT prequalification requirement, the contractor shall also be a licensed General Contractor or Marine Contractor in the State of Florida.

THE BID DUE DATE IS: Wednesday, February 17, 2016 at 2:00 P.M.

Acknowledgment.

Sincerely,

Signature and Date

[Handwritten Signature]
2-17-16

Karen R. Fullerton
Procurement Supervisor
Purchasing Department

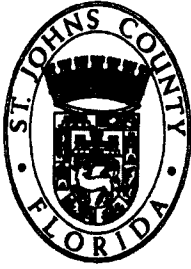
Printed Name and Title

P.C. AMBACH/LEHEE, PRESIDENT

Company Name (Print)

SIEG at AMBACH/LEHEE, INC.

END OF ADDENDUM #2



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Kevin Wiseman, Director of Facilities Management
FROM: Karen Fullerton, Procurement Supervisor
SUBJECT: Transmittal of Bids Received for Re-Bid No. 15-17R, Vilano Fishing Pier Repairs
DATE: February 17, 2016

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 Kevin R. Wiseman
Date 2/24/16
Budget Amount \$ 1,153,762.00
Account Funding Title Vilano Fishing Pier
Funding Charge Code 0080-54618-7406-56301
0080-55305-7406-56301
Award to Sieg & Ambachtscheer, Inc.
Award Amount ~~\$ 1,103,337.00~~
1,021,408.00

email Karen 2/24 @ 247

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY
LEIGH DANIEL

TABULATED BY
LEILA HARTLAND

VERIFIED BY

BID TITLE REBID: VILANO FISHING PIER REPAIRS

BID NUMBER 15-17R

OPENING DATE/TIME February 17, 2016 2:00 PM

POSTING DATE/TIME 02/17/16 02/17/16
3:00 PM 3:00 PM

UNTIL 02/22/16 3:00 PM

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

PAGE (S) 1 of 2

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	BID ALTERNATE # 1 APPROACH SLAB REHAB, CAP & PILE GRAFTTI CLEANING TOTAL LUMP SUM PRICE	BID ALTERNATE # 2 SPALL, DELAMINATION & CRACK REPAIR OF DECK & BRIDGE RAILS TOTAL LUMP SUM PRICE	BID LATERNATE # 3 DECK & BRIDGE RAIL CLEANING AND SEALING TOTAL LUMP SUM PRICE	BID ALTERNATE # 4 DECK JOINT INSTALLATION	BID BOND	ATTENDED MANDATORY PRE-BID MEETING
SOUTHERN ROAD & BRIDGE, LLC	\$962,914.00	\$100,640.00	\$168,200.00	\$47,143.00	\$119,600.00	YES	YES
M & J CONSTRUCTION CO OF PINELLAS	\$1,164,847.80	\$21,105.00	\$61,200.00	\$59,307.40	\$23,400.00	YES	YES
SIEG & AMBACHSCHEER, INC.	\$954,078.00	\$8,630.00	\$58,700.00	\$81,929.00	\$31,200.00	YES	YES

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

REBID: VILANO FISHING PIER REPAIRS

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY

LEIGH DANIELSON

DECISION WITH RESPECT TO THE AWARD OF ANY BID.

TABULATED BY

LEILA HARTLAND

SMALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY

BID NUMBER

15-17R

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT

OPENING DATE/TIME

February 17, 2016

2:00 PM

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

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME

02/17/16

3:00 PM

02/22/16

PROTEST PROCEDURES MAY BE OBTAINED IN THE

3:00 PM

PURCHASING DEPARTMENT.

PAGE(S) 2 of 2

BIDDERS	ADDENDUM # 1	ADDENDUM # 2					
SOUTHERN ROAD & BRIDGE, LLC	YES	YES					
M & J CONSTRUCTION CO OF PINELLAS	YES	YES					
SIEG & AMBACHSCHEER, INC.	YES	YES					

BID AWARD DATE - _____



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 24, 2016

RE: Bid No: 15-17R Vilano Fishing Pier Repairs

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Sieg & Ambachscheer, Inc. as the lowest responsive, responsible bidder for Bid No: 15-17R Vilano Fishing Pier Repairs. This notice will remain posted St. Johns County Purchasing Department bulletin board until 4:00 P.M. EST Tuesday, March 1, 2016.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Karen Fullerton, in the Purchasing Department at kfullerton@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

Sincerely,
St. Johns County
Board of County Commissioners

Handwritten signature of Karen R. Fullerton in black ink.

County Representative Signature

Date: 2/24/16

Karen R. Fullerton, Procurement Supervisor
Name & Title (Printed)

"COPY"



**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO.: 15-17R

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

PROJECT: VILANO FISHING PIER REPAIRS RE-BID

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

DATE SUBMITTED: FEBRUARY 17, 2016

BID PROPOSAL OF

SIEG & AMBACH-SHEER, INC.

FULL LEGAL COMPANY NAME

1445 CASSADAGA RD., DELAND, FL 32724 386-775-3835
Address Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Bid No. 15-17R Vilano Fishing Pier Repairs Re-Bid, 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 and alternate bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Vilano Fishing Pier Repairs as per plans and specifications.

\$ 954,078.00
Total Lump Sum Price (Numerical)**

NINE HUNDRED FIFTY FOUR THOUSAND SEVENTY EIGHT DOLLARS
/100 Dollars
(Amount written or typed in words)

BID ALTERNATE #1:

FOR: Vilano Fishing Pier Repairs – Approach Slab Rehabilitation, Cap and Pile Graffiti Cleaning as per plans and specifications for.

\$ 8,630.00
Total Lump Sum Price (Numerical)

EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS
/100 Dollars
(Amount written or typed in words)

BID ALTERNATE #2:

FOR: Vilano Fishing Pier Repairs – **Spall, Delamination and Crack Repair of Deck & Bridge Rails** as per plans and specifications for.

\$ 58,700.00
Total Lump Sum Price (Numerical)

FIFTY EIGHT THOUSAND SEVEN HUNDRED DOLLARS /100 Dollars
(Amount written or typed in words)

BID ALTERNATE #3:

FOR: Vilano Fishing Pier Repairs – **Deck & Bridge Rail Cleaning and Sealing** as per plans and specifications for.

\$ 81,929.00
Total Lump Sum Price (Numerical)

EIGHTY ONE THOUSAND NINE HUNDRED TWENTY NINE DOLLARS /100 Dollars
(Amount written or typed in words)

BID ALTERNATE #4:

FOR: Vilano Fishing Pier Repairs – **Deck Joint Installation** as per plans and specifications for.

\$ 31,200.00
Total Lump Sum Price (Numerical)

THIRTY ONE THOUSAND TWO HUNDRED DOLLARS /100 Dollars
(Amount written or typed in words)

NOTE: Lump Sum Bid Prices shown above must be equal to the "Total" lines shown on Attachment "F" - Unit Price Bid Form. Attachment "F" - Unit Price Form MUST be submitted with Bid Price Proposal.

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

Time of Substantial Completion to be 290 consecutive calendar days from receipt of Notice to Proceed from Owner.

NOTE: Contract Time as stated above shall cover the contract duration for the Base Bid ONLY. In the event the County elects to award any or all of the Bid Alternate items, additional time will be added to the contract through a written contract change order at the time of award of Bid Alternate/s. Any additional time shall be by mutual consent of the Owner and the successful bidder.

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.: ONE Date Received: 1-27-2016

No.: TWO Date Received: 2-10-2016

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 & Ninety (290)** 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: STEG + AMBACH/SHEER, (Seal)

By: [Signature]

P.C. AMBACH/SHEER, INC. PRESIDENT
(Name & Title typed or printed)

By: [Signature]

V.C. LANE, VICE-PRESIDENT
(Name & Title typed or printed)

Address: 1445 CASSADAGA RD, DELAND, FL 32724

Telephone No.: 386 775-3835

Fax No.: 386 775-3474

Email Address for Authorized Company Representative: lisa.taylor@steg.com

Federal I.D. Tax Number: 59-1146125

DUNS #: 032244147

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" - Unit Price List
- "G" - Insurance Certificates
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

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

Bid No.: 15-17R

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 P.C. AMBACHSHEER who being duly sworn, deposes and says he is PRESIDENT (Title) of the firm of SIEG & AMBACHSHEER, INC Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 15-17R for Vilano Fishing Pier Repairs Re-Bid, in St. Johns County, Florida.

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

SIEG & AMBACHSHEER, INC
(Bidder)

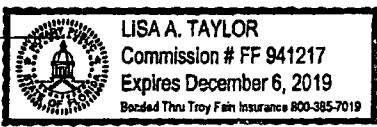
Sworn and subscribed to me this 17TH day of FEBRUARY, 20 16.

By: P.C. AMBACHSHEER
PRESIDENT
(Title)

Notary Public:
[Signature]
Signature

Printed

My commission Expires: _____



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

Bid No.: 15-17R

ONLY REQUIRED BY SUCCESSFUL BIDDER 7 DAYS AFTER NOTICE OF AWARD

ATTACHMENT "B"

LIST OF PROPOSED SUBCONTRACTORS

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

<u>DIVISION OF WORK or DESCRIPTION/NAME OF EQUIPEMENT</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u>
COATING	GEMSTONE, LLC
STRUCTURAL	1010 KENNEDY DR. #406
STEEL	KEY WEST, FL 33040

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, KATHY AMBACH ASHER certify that I am the Secretary of the Corporation named as Principal in the attached bond; that ~~DC AMBACH ASHER~~ 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.

Kathy Ambach Asher
Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS) VOLUSIA

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ 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 _____ day of _____, 20 __, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

PLEASE SEE
MERCHANTS BONDING
CO. POA ATTACHED
TO BID BOND

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

Bid No.: 15-17R

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: D.C. AMBACHSHEER
D.C. AMBACHSHEER
SIEG & AMBACHSHEER Date FEBRUARY 17, 2016
Bidder INC.
D.C.
Authorized Signature

Bid No.: 15-17R

ATTACHMENT "E"

License/Certification List

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

The bidder shall attach a copy of each current license and certification/pre-qualification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	CG1004053	ST. OF FL. DEPT. OF BUSINESS & PROFESSIONAL REGULATION	8-31-2016
FDOT Pre- Qualification - Repair & Rehabilitation Minor Bridges		FDOT	12-30-2016
FDOT Pre- Qualification - Bridge Painting		FDOT	12-30-2016

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER

CGC004053

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2016

AMBACHTSHEER, PIETER C
SIEG & AMBACHTSHEER, INC
P O BOX 609
ORANGE CITY FL 32763

ISSUED: 08/17/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408170002728



Gemstone, LLC
of
Key West, FL

has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for

**FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC-QP1**

Larry Stephen

.....
President, SSPC

.....
March 31, 2016 – March 31, 2017

.....
Validation Period

.....
Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.





Gemstone, LLC

of Key West, FL

has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for

**INDUSTRIAL HAZARDOUS
PAINT REMOVAL
SSPC-QP2**

"A"

Category

March 31, 2016 – March 31, 2017

Validation Period

Larry Steg Larson

President, SSPC



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.





Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

November 12, 2014

SIEG & AMBACHTSHEER, INC.
1445 CASSADAGA RD
DELAND, FL 32724

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2015. However, the new application is due 10/31/2015.

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

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

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

FDOT APPROVED WORK CLASSES:

BASCULE BRIDGE REHABILITATION, BRIDGE PAINTING, CATHODIC PROTECTION, DRAINAGE, ELECTRICAL WORK, FENCING, GRADING, GUARDRAIL, MINOR BRIDGES, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

SEALING CONCRETE, EPOXY INJECTION, WATER AND SEWER PLANT CONSTRUCTION, METALIZING AND CONCRETE AND STEEL BEAM REPAIR, CONCRETE STRUCTURES, UNDERGROUND UTILITIES AND HEAT STRAIGHTENING, RIP RAP-RUBBLE, RIP RAP-SAND CEMENT, BOAT RAMP CONSTRUCTION, SEAWALLS, PILE JACKETS AND BRIDGE JACKING, PAVEMENT AND BRIDGE JOINTS.

SIEG & AMBACHTSHEER, INC.
November 12, 2014
Page two

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

Sincerely,

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

Juanita Moore, Manager
Contracts Administration Office

JM:cj

ATTACHMENT "F"

**Unit Price Bid Form
BASE BID**

PAY ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	TOTAL \$
101-1	1.00	LS	MOBILIZATION	\$ 75,000	\$ 75,000.00
104-11	200.00	LF	FLOATING TURBITY BARRIER	\$ 30.00	\$ 6,000.00
104-12	1200.00	LF	STAKED TURBITY BARRIER	\$ 5.00	\$ 6,000.00
109-71-1	320.00	DAY	FIELD OFFICE	\$ 15.00	\$ 4,800.00
400-140-1	44.00	EA	NEOPRENE PAD REPLACEMENT (REMOVE STEEL BEARING)	\$ 800.00	\$ 35,200.00
401-70-2	138.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$ 800.00	\$ 110,400.00
411-1	1.00	GAL	EPOXY MATERIAL - STRUCTURES REHAB (SEE NOTE 2)	\$ 200.00	\$ 200.00
411-2	20.00	LF	INJECT AND SEAL CRACK (SEE NOTE 2)	\$ 250.00	\$ 5,000.00
460-1-1	7,942.00	LB	STRUCTURAL STEEL - REHAB CARBON	\$ 25.00	\$ 198,550.00
460-98-1	132.00	EA	PIPE HANGER, CARBON	\$ 100.00	\$ 13,200.00
460-112	88.00	EA	ANCHOR BOLT REPLACEMENT	\$ 150.00	\$ 13,200.00
561-2	17,376.00	SF	COATING EXISTING STRUCTURAL STEEL	\$ 28.00	\$ 486,528.00
				TOTAL**	\$ 954,078.00

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM PAGE 15.
5. THIS FORM MUST BE **COMPLETED AND SUBMITTED** WITH THE BID PRICE PROPOSAL.

**Unit Price Bid Form
BID ALTERNATES**

PAY ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	TOTAL \$
			Bid Alternate #1 – Approach Slab Rehabilitation, Cap and Pile Graffiti Cleaning		
352-71	15.00	SY	MILLING OF EXISTING CONCRETE	\$200. ⁰⁰	\$3,000. ⁰⁰
400-136	15.00	SY	EPOXY CONCRETE OVERLAY – STRUCTURES REHAB	\$250. ⁰⁰	\$3,750. ⁰⁰
563-4	94.00	SF	ANTI-GRAFFITI COATING, NON-SACRIFICIAL, AND GRAFFITI REMOVAL	\$20. ⁰⁰	\$1,880. ⁰⁰
			Bid Alternate #1 Lump Sum Total		\$8,630. ⁰⁰
			Bid Alternate #2 – Spall, Delamination and Crack Repair of Deck & Bridge Rails		
401-70-2	5.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$900. ⁰⁰	\$4,500. ⁰⁰
411-1	28.00	GAL	EPOXY MATERIAL – STRUCTURES REHAB (SEE NOTE 2)	\$150. ⁰⁰	\$4,200. ⁰⁰
411-2	1,000.00	LF	INJECT AND SEAL CRACK SEE NOTE 2)	\$50. ⁰⁰	\$50,000. ⁰⁰
			Bid Alternate #2 Lump Sum Total		\$58,700. ⁰⁰
			Bid Alternate #3 – Deck and Bridge Rail Cleaning and Sealing		
413-151	175.00	SF	METHACRYLATE MONOMER	\$20. ⁰⁰	\$3,500. ⁰⁰
413-154	26,143.00	SF	CLEANING AND SEALING CONCRETE SURFACES	\$3. ⁰⁰	\$78,429. ⁰⁰
			Bid Alternate #3 Lump Sum Total		\$81,929. ⁰⁰
			Bid Alternate #4 – Deck Joint Installation		
458-1-21	520.00	LF	BRIDGE DECK EXPANSION JOINT, REHAB, POURED	\$60. ⁰⁰	\$31,200. ⁰⁰
			Bid Alternate #4 Lump Sum Total		\$31,200. ⁰⁰

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM PAGES 15 and 16.
5. THIS FORM MUST BE **COMPLETED AND SUBMITTED** WITH THE BID PRICE PROPOSAL.

ATTACHMENT "G"

Insurance Certificates

Bidder shall attach copies of all Certificates of Insurance as required in Section 00100 – Instruction to Bidders above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy (ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (AC, No, Ext): 1-800-277-1620 x4800	FAX (A/C, No): (727) 797-0704
INSURED FrankCrum L/C/F Sieg & Ambachtsheer, Inc. dba Sieg & Ambachtsheer 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC#
	Frank Winston Crum Insurance Co.	11600
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 350444 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201600000	01/01/2016	01/01/2017	X	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required)
Effective 06/01/2003, coverage is for 100% of the employees of FrankCrum leased to Sieg & Ambachtsheer, Inc. dba Sieg & Ambachtsheer (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sieg & Ambachtsheer Inc P O Box 740609 Orange City, FL 327740609	INSURER A: Admiral Insurance Company 24856	
	INSURER B: Twin City Fire Insurance Company 29459	
	INSURER C: Landmark American Insurance Company 33138	
	INSURER D: American Longshore Mutual Association 88149	
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W1269998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CA00001917302	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		21URNQT3672	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		LHA071406	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	INCD00823-03	12/10/2015	12/10/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> USL&R ONLY E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
U.S. Longshoreman & Harbor applies to Workers' Compensation Coverage

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID NO.: 15-17R

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated February 17, 2016.

For
Vilano Fishing Pier Repairs Re-Bid
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 15th day of February A.D., 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

BID NO.: 15-17R

WITNESSES:

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

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

PRINCIPAL:

Sieg & Ambachtsheer, Inc.

NAME OF FIRM:

[Handwritten Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE *PRESIDENT*

1445 Cassadaga Road

BUSINESS ADDRESS

DeLand, FL 32724

CITY STATE

WITNESS:

[Handwritten Signature]
[Handwritten Signature]

SURETY:

Merchants National Bonding, Inc.

CORPORATE SURETY

[Handwritten Signature]

ATTORNEY-IN-FACT (AFFIX SEAL)

Jennifer L. McCarta, Attorney in Fact & FL Licensed Resident Agent

P.O. Box 14498

BUSINESS ADDRESS

Des Moines, IA 50306-3498

CITY STATE

Guignard Company

1904 Boothe Cir., Longwood, FL 32750

NAME OF LOCAL INSURANCE AGENCY

Inquiries: (407) 834-0022

END OF SECTION

MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2014</u>
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 13,634,535
Common Stocks	2,221,885
Cash and Short-Term Investments	<u>2,348,554</u>
Total Cash and Invested Assets	18,204,974
Investment Income Due and Accrued	67,847
Premiums in the Course of Collection	1,757,434
Reinsurance Recoverable from Reinsurers	(103,231)
Current Federal Income Taxes Recoverable	30,748
Net Deferred Tax Asset	<u>46,984</u>
Total Admitted Assets	<u><u>\$ 20,004,756</u></u>
Liabilities & Surplus	
Liabilities	
Losses	\$ 729,541
Reinsurance Payable on Paid Losses and LAE	43,995
Loss Adjustment Expenses	1,706,669
Commissions Payable	212,199
Other Expenses	364,001
Taxes, Licenses, and Fees	34,194
Unearned Premiums	3,008,542
Dividends Declared to Policyholders	274,155
Reinsurance Payable to Reinsurers	1,365,055
Payable to Parent, Subsidiary and Affiliates	<u>744,311</u>
Total Liabilities	8,482,662
Surplus	
Common Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	5,003,655
Unassigned Funds (Surplus)	<u>3,518,439</u>
Total Surplus	11,522,094
Total Liabilities and Policyholders' Surplus	<u><u>\$ 20,004,756</u></u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2014, to the best of my knowledge and belief.


 Don Blum, CFO & Treasurer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond No.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jennifer L McCarta

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION (7,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

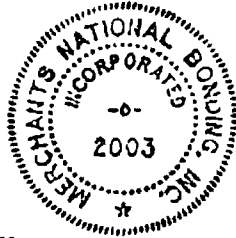
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of February, 2016



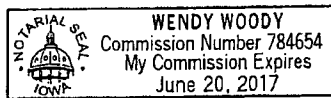
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 15th day of February, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

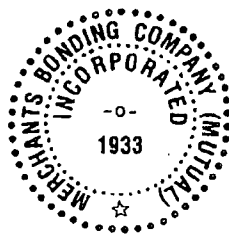
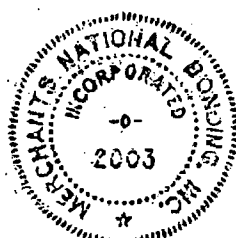


Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of February, 2016



Secretary

UNIT BID PRICE FORMS

ST. JOHNS COUNTY
 VILANO BEACH PIER REPAIRS RE-BID - UNIT PRICE BID FORM

BASE BID

PAY ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
101-1	1.00	LS	MOBILIZATION	\$ 75,000.00	\$ 75,000.00
104-11	200.00	LF	FLOATING TURBIDITY BARRIER	\$ 30.00	\$ 6,000.00
104-12	1,200.00	LF	STAKED TURBIDITY BARRIER	\$ 5.00	\$ 6,000.00
109-71-1	320.00	DA	FIELD OFFICE	\$ 15.00	\$ 4,800.00
400-140-1	44.00	EA	NEOPRENE PAD REPLACEMENT (REMOVE STEEL BEARING)	\$ 800.00	\$ 35,200.00
401-70-2	138.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$ 300.00	\$ 41,400.00
411-1	1.00	GAL	EPOXY MATERIAL - STRUCTURES REHAB (SEE NOTE 2)	\$ 200.00	\$ 200.00
411-2	20.00	LF	INJECT AND SEAL CRACK (SEE NOTE 2)	\$ 250.00	\$ 5,000.00
460-1-1	7,942.00	LB	STRUCTURAL STEEL - REHAB CARBON	\$ 25.00	\$ 198,550.00
460-98-1	132.00	EA	PIPE HANGER, CARBON	\$ 100.00	\$ 13,200.00
460-112	88.00	EA	ANCHOR BOLT REPLACEMENT	\$ 150.00	\$ 13,200.00
561-2	17,376.00	SF	COATING EXISTING STRUCTURAL STEEL	\$ 28.00	\$ 484,528.00

BASE BID LUMP SUM TOTAL = \$ 854,078.00

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM.
5. THIS FORM MUST BE **COMPLETED AND SUBMITTED** WITH BID PRICE PROPOSAL.

ST. JOHNS COUNTY
 VILANO BEACH PIER REPAIRS RE-BID - UNIT PRICE BID FORM
 BID ALTERNATES

PAY ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Bid Alternate 1 (Approach Slab Rehabilitation, Cap and Pile Graffiti Cleaning)		
352-71	15.00	SY	MILLING OF EXISTING CONCRETE	\$ 200.00	\$ 3,000.00
400-136	15.00	SY	EPOXY CONCRETE OVERLAY - STRUCTURES REHAB	\$ 250.00	\$ 3,750.00
563-4	94.00	SF	ANTI-GRAFFITI COATING, NON-SACRIFICIAL, AND GRAFFITI REMOVAL	\$ 20.00	\$ 1,880.00
			Bid Alternate 1 Lump Sum Total =		\$ 8,630.00
			Bid Alternate 2 (Spall, Delamination and Crack Repair of Deck & Bridge Rails)		
401-70-2	5.00	CF	RESTORE SPALLED AREAS (SEE NOTE 1)	\$ 900.00	\$ 4,500.00
411-1	28.00	GAL	EPOXY MATERIAL - STRUCTURES REHAB (SEE NOTE 2)	\$ 150.00	\$ 4,200.00
411-2	1,000.00	LF	INJECT AND SEAL CRACK (SEE NOTE 2)	\$ 50.00	\$ 50,000.00
			Bid Alternate 2 Lump Sum Total =		\$ 54,700.00
			Bid Alternate 3 (Deck and Bridge Rail Cleaning and Sealing)		
413-151	175.00	SF	METHACRYLATE MONOMER	\$ 20.00	\$ 3,500.00
413-154	26,143.00	SF	CLEANING AND SEALING CONCRETE SURFACES	\$ 3.00	\$ 78,429.00
			Bid Alternate 3 Lump Sum Total =		\$ 81,929.00
			Bid Alternate 4 (Deck Joint Installation)		
458-1-21	520.00	LF	BRIDGE DECK EXPANSION JOINT, REHAB, FPOURED	\$ 60.00	\$ 31,200.00
			Bid Alternate 4 Lump Sum Total =		\$ 31,200.00

NOTES:

1. SPALL AND DELAMINATION REPAIRS OF THE REINFORCED CONCRETE BRIDGE RAILS ARE CONSIDERED ALTERNATE BID ITEMS. ALL OTHER SPALL AND DELAMINATION REPAIRS ARE CONSIDERED BASE BID ITEMS.
2. CRACK REPAIR OF THE CONCRETE DECK IS CONSIDERED AN ALTERNATE BID ITEM. ALL OTHER CRACK REPAIR IS CONSIDERED AS BASE BID ITEM.
3. QUANTITIES SHOWN HEREIN ARE ESTIMATED QUANTITIES ONLY. IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND REPORT DISCREPANCIES TO THE COUNTY.
4. EACH LUMP SUM TOTAL SHOWN ABOVE MUST EQUAL THE LUMP SUM TOTAL AMOUNTS ENTERED ON THE BID PROPOSAL FORM.
5. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID PRICE PROPOSAL.

2010

OWNER: HAMMOCK DUNES DEVELOPMENT DISTRICT
5000 PALM COAST PARKWAY, SE
PALM COAST, FL 32137

CONTACT PERSON: TIM SHEAHAN

PHONE NO.: 386-445-9045

FAX NO 386-447-9858

CONTRACT DESCRIPTION:

Repair of Hammock Dunes Bridge

Scope of Services:

The project consists of providing repair and rehabilitation improvements to the Hammock Dunes Bridge (Palm Coast Parkway over Intracoastal Waterway, Bridge No. 734071) to the following components:

Jack Spans and Reset Elastomeric Bearings
Replace Sheared or Damaged Beam Anchor Bolts
Replace Deck Joints
Concrete Crack Epoxy Injection Throughout
Seal Barrier and Parapet Concrete Cracks
Concrete Spall Repair Throughout

Clean and Coat Barriers and Parapets
Clean out and Reconnect Bridge Deck Drains
Upgrade Approach Guardrail Assemblies
Clean and Paint Access Ladders, etc.
Replace Corroded or Missing Anchor Hardware
Repair Concrete Slope Pavement

In addition to the above items, other maintenance repairs include: Replace deck security gates for access ladders, remove vegetation growth and seal open joints in concrete slope protection, seal approach roadway asphalt cracking, replace missing platform timber planks, tighten loose access ladder hardware, repair broken electrical conduit and junction boxes, replace fender pile cluster wire rope for wraps and clean graffiti:

CONTRACT AMOUNT: \$ 537,665.40

DATE COMPLETED: JUNE 2010

2010

OWNER: FL. DEPT. OF TRANSPORTATION

555 CAMP ROAD

COCOA, FL 32927

CONTACT PERSON: KIM NAVARRO

PHONE NO.: 321-690-3250

**CONTRACT DESCRIPTION: CONTRACT #T5295, BRIDGE REPAIR
AT SR 404 OVER THE BANANA RIVER, BRIDGE NOS. 700081 AND
700147, BREVARD COUNTY, FL**

CONTRACT AMOUNT: \$ 724,807.50

DATE COMPLETED: JUNE 2010

OWNER: TRANSFIELD SERVICES

1331 GREEN FOREST, SUITE 14

WINTER GARDEN, FL 34787

CONTACT PERSON: HERNAN GARCIA

PHONE NO.: 407-656-1006

FAX NO.: 407-656-5035

CONTRACT DESCRIPTION: SUPERSTRUCUTRE EMEMERGENCY

REPAIRS ON BRIDGE # 920027- SR 91 @ BOGGY CREEK ROAD

(MM 246), BEAM REPAIR

CONTRACT AMOUNT: \$ 170,800.00

DATE COMPLETED: FEBRUARY 2010

*Owner: Florida Department of Transportation
915 South Clyde Morris Boulevard
Daytona Beach, FL 32114*

Contract Person: Alan Fisher

Phone No.: 386-943-5767

Fax No.: 386-238-3195

Contract Description: FDOT Contract # E-5P58

*Construction of Curb & Gutter Extensions, a flume,
and injection of non-excavatable flowable fill under fabric formed rip-
rap*

Volusia County, FL

Contract Amount: \$ 11,840.00

Completion Date: 2010

*Owner: County of Volusia
123 West Indiana Avenue
Room 402
DeLand, FL 32720-4262*

Contract Person: Tom Morrissey

Phone No.: 386-822-6422

Fax No.: 386-822-5736

Contract Description: FDOT Contract # C-1404

Old Dixie Hwy. Bridge Repair (Tomoka River)

Removed & replaced steel beams & grate & patched spalled concrete

Volusia County, FL

Contract Amount: \$ 294,273.11

Completion Date: 2010

Owner: JCB CONSTRUCTION

800 West Gore Street

Orlando, FL 32805

Contract Person: Gratten L. White, Jr.

Phone No.: 407-425-9880

Fax No.: 407-425-9972

Contract Description: Purchase Order No. 110001

Armored Joint Repair

Orlando International Airport

Orlando, FL

Contract Amount: \$ 22,400.00

Completion Date: 2010

SIEG & AMBACHTSHEER, INC.
JOB INFO. FOR YEAR ENDING 6/30/2011

**CONTRACT DESCRIPTION: CONTRACT #T5295, BRIDGE
REPAIR AT SR 404 OVER THE BANANA RIVER, BRIDGE
NOS. 700081 AND 700147, BREVARD COUNTY, FL
OWNER: FL. DEPT. OF TRANSPORTATION**

**555 CAMP ROAD
COCOA, FL 32927**

**CONTACT PERSON: KIM NAVARRO
PHONE NO.: 321-690-3250
CONTRACT AMOUNT: 712,142.63**

**CONTRACT DESCRIPTION: SMALL MISCELLANEOUS
JOB**

**CONTACT INFO.: Mr. Tim Howell
Transfield Services
751 North Drive, Suite # 8
Melbourne, FL 33934
PHONE: 321-752-9680
FAX: 321-752-9681**

CONTRACT AMOUNT: 2,800.00

**CONTRACT DESCRIPTION: NATURAL ROAD BRIDGE
REPAIR, P.O. # P0049822**

OWNER: LEON CO. BOCC

2280 MICCOSUKEE ROAD

TALLAHASSEE, FL 32308

CONTACT PERSON: PUBLIC WORKS

CONTRACT AMOUNT: 28,450.00

**CONTRACT DESCRIPTION: CITY OF ST. PETE BEACH
BRIDGE REPAIRS AND MAINTENANCE 2010**

OWNER: CITY OF ST. PETER BEACH

155 COREY AVE,

ST. PETE BEACH, FL 33706-1839

CONTACT PERSON: RENEE COOPER

PHONE: 727-363-9254

PURCHASE ORDER NO. ONE

CONTRACT AMOUNT: 16,550.00

**CONTRACT DESCRIPTION: POLK COUNTY ANNUAL BRIDGE MAINTENANCE
09-003-CAR**

CONTACT INFO: MR. KEAN BOYER, P.E.

POLK CO. BOCC

300 SHEFFIELD ROAD

WINTER HAVEN, FL 33880

PHONE: 863-535-2310

CONTRACT AMOUNT: \$ 94,590.00

**CONTRACT DESCRIPTION: CONTRACT #E5P58,
CULVERT REPAIR, VOLSUIA COUNTY, FL
OWNER: FL. DEPT. OF TRANSPORTATION**

719 S. WOODLAND BLVD.

DELAND, FL 32720-6834

CONTACT PERSON: ALAN HYMAN, P.E

CONTRACT AMOUNT: 12,565.00

**CONTRACT DESCRIPTION: WATER CONTROL STRUCTURES S-12 & S-40
REPAIRS**

AGREEMENT# C002216

CONTRACT AMOUNT: 1,412,573.00

COMPLETED: 2012

CONTACT INFO.: MACK ELSABAGH

KATHRYN BOES KOLBO, P.E.

REEDY CREEK IMPROVEMENT DISTRICT

P.O. BOX 10170

LAKE BUENA VISTA, FL 32830-017

407-828-2250 PHONE

407-828-2560 FAX

CONTRACT DESCRIPTION : OLD DIXIE HWY. BRIDGE REPAIR

CONTRACT C-1404, VOLUSIA CO., FL

COMPLETED: 2012

OWNER: COUNTY OF VOLUSIA, FL

ENGINEERING DEPT. 123

W. INDIANA AVE.

DELAND, FL 32720-4262

CONTACT PERSON: JIM PRICE

PHONE: 386-736-5967

FAX: 386-878-5020

CONTRACT AMOUNT: \$ 294,273.11

CONTRACT: PURCHASE ORDER# 110001

ARMORED JOINT REPAIR H201

BRIDGE REPAIR

COMPLETED: 2012

Contact Person: Mr. Gratten L. White, Jr.

JCB Construction

800 West Gore Street

Orlando, FL 32805

Phone: 407-425-9880

Fax: 407-425-9972

CONTRACT AMOUNT: \$ 22,400.00

RE: TURNBULL BAY ROAD BRIDGE EMERGENCY PROCUREMENT

RFQ 1-Q-188KW

COMPLETED: 2012

Contact: Mr. Jim Price

County of Volusia

123 W. Indiana Avenue

Room 302

Deland, FL 32720-4608

Phone: 386-736-5967

Fax: 386-878-5020

CONTRACT AMOUNT: \$ 125,400.00

RE: CONCRETE REPAIR

FDOT CONTRACT NO. E2Q15 FINANCIAL

PROJECT# 41022117220

FULLER WARREN BRIDGE MODULAR JOINT REPLACEMENT DUVAL

COUNTY, FL COUNTY, FL

COMPLETED: 2011/2012

Contact: GPI SOUTHEAST/JEACES

1010 E. ADAMS STREET, SUITE 140

JACKSONVILLE, FL 32202

Phone: 904-355-6948

Fax: 904-355-6950

CONTRACT AMOUNT: \$308,084.02

RE: BID NO. 1-10-B-23

CANAL SEAWALL RESTORATION

COMPLETED: 2011/2012

Contact: Mr. Niles Cyzycki

Dredging & Marine Consultants

4643 S. Clyde Morris Boulevard

Unit 302

Port Orange, FL 32129

Phone: 386-304-6505

Fax: 386-304-6506

CONTRACT AMOUNT: \$ 1,218,119.00

**DAISY CREEK BRIDGE REPAIR-MARION COUNTY, FL
BID NO. 11B-127**

COMPLETED: 2012

Contact: Mr. Michael McCain

Marion County Engineering Services

Marion County Office of the County Engineer

412 SE 25th Avenue

Ocala, FL 34471-2687

Phone: 352-671-8685

Fax: 352-756-5208

CONTRACT AMOUNT: \$ 184,700.00

FOOT CONTRACT NO. ESR24

FPN: 427574-1-52-01

**BRIDGE REPAIR ORANGE
COUNTY, FL**

COMPLETED: 2012

Contact: Mr. Wilkes Kemp

Project Administrator

FOOT Orlando Construction office

133 South Semoran Boulevard

Orlando, FL 32807

Phone: 407-482-7836

Fax: 407-275-4187

CONTRACT AMOUNT: \$ 527,817.00

**CONTRACT DESCRIPTION: WATER CONTROL STRUCTURES S-12 & S-40
REPAIRS**

AGREEMENT# C002216

CONTRACT AMOUNT: 1,412,573.00

COMPLETED: 2012

CONTACT INFO.: MACK ELSABAGH

KATHRYN BOES KOLBO, P.E.

REEDY CREEK IMPROVEMENT DISTRICT

P.O. BOX 10170

LAKE BUENA VISTA, FL 32830-017

407-828-2250 PHONE

407-828-2560 FAX

CONTRACT DESCRIPTION : OLD DIXIE HWY. BRIDGE REPAIR

CONTRACT C-1404, VOLUSIA CO., FL

COMPLETED: 2012

OWNER: COUNTY OF VOLUSIA, FL

ENGINEERING DEPT. 123

W. INDIANA AVE.

DELAND, FL 32720-4262

CONTACT PERSON: JIM PRICE

PHONE: 386-736-5967

FAX: 386-878-5020

CONTRACT AMOUNT: \$ 294,273.11

CONTRACT: PURCHASE ORDER# 110001

ARMORED JOINT REPAIR H201

BRIDGE REPAIR

COMPLETED: 2012

Contact Person: Mr. Gratten L. White, Jr.

JCB Construction

800 West Gore Street

Orlando, FL 32805

Phone: 407-425-9880

Fax: 407-425-9972

CONTRACT AMOUNT: \$ 22,400.00

RE: TURNBULL BAY ROAD BRIDGE EMERGENCY PROCUREMENT

RFQ 1-Q-188KW

COMPLETED: 2012

Contact: Mr. Jim Price

County of Volusia

123 W. Indiana Avenue

Room 302

Deland, FL 32720-4608

Phone: 386-736-5967

Fax: 386-878-5020

CONTRACT AMOUNT: \$ 125,400.00

RE: CONCRETE REPAIR

FDOT CONTRACT NO. E2Q15 FINANCIAL

PROJECT# 41022117220

FULLER WARREN BRIDGE MODULAR JOINT REPLACEMENT DUVAL

COUNTY, FL COUNTY, FL

COMPLETED: 2011/2012

Contact: GPI SOUTHEAST/JEACES

1010 E. ADAMS STREET, SUITE 140

JACKSONVILLE, FL 32202

Phone: 904-355-6948

Fax: 904-355-6950

CONTRACT AMOUNT: \$308,084.02

RE: BID NO. 1-10-B-23

CANAL SEAWALL RESTORATION

COMPLETED: 2011/2012

Contact: Mr. Niles Cyzycki

Dredging & Marine Consultants

4643 S. Clyde Morris Boulevard

Unit 302

Port Orange, FL 32129

Phone: 386-304-6505

Fax: 386-304-6506

CONTRACT AMOUNT: \$ 1,218,119.00

DAISY CREEK BRIDGE REPAIR-MARION COUNTY, FL
BID NO. 1 IB-127.

COMPLETED: 2012

Contact: Mr. Michael McCain

Marion County Engineering Services

Marion County Office of the County Engineer

412 SE 25th Avenue

Ocala, FL 34471-2687

Phone: 352-671-8685

Fax: 352-756-5208

CONTRACT AMOUNT: \$ 184,700.00

FOOT CONTRACT NO. ESR24

FPN: 427574-1-52-01

BRIDGE REPAIR ORANGE

COUNTY, FL

COMPLETED: 2012

Contact: Mr. Wilkes Kemp

Project Administrator

FOOT Orlando Construction office

133 South Semoran Boulevard

Orlando, FL 32807

Phone: 407-482-7836

Fax: 407-275-4187

CONTRACT AMOUNT: \$ 527,817.00

CONTRACT DESCRIPTION: WATER CONTROL STRUCUTRES S-12 & S-40 REPAIRS

AGREEMENT# C002216

CONTRACT AMOUNT: 1,412,673.00

CONTACT INFO.: JON BRAZEE

KATHRYN BOES KOLBO, P.E.

REEDY CREEK IMPROVEMENT DISTRICT

P.O. BOX 10170

LAKE BUENA VISTA, FL 32830

407-828-2250 PHONE

407-828-2251 FAX

COMPLETED: 2012

**CONTRACT DESCRIPTION: REEEDY CREEK IMPROVEMENT DISTRICT
PILE ENCAPSULATION**

CONTRACT AMOUNT: 445,100.00

CONTACT INFO. JON BRAZEE

KATHRYN BOES KOLBO, P.E.

REEDY CREEK IMPROVEMENT DISTRICT

P.O. BOX 10170

LAKE BUENA VISTA, FL 32830

407-828-2250 PHONE

407-828-2251 FAX

COMPLETED: 2012

CONTRACT DESCRIPTION : S-13 WATER CONTROL STRUCTURE

**OWNER: JON BRAZEE
KATHRYN BOES KOLBO, P.E.
REEDY CREEK IMPROVEMENT DISTRICT
P.O. BOX 10170
LAKE BUENA VISTA, FL 32830-
017 407-828-407-828-2250 PHONE
407-828-2560 FAX**

CONTRACT AMOUNT: \$718,100.00

COMPLETED: 2012

RE: CONCRETE REPAIR

FDOT CONTRACT NO. E2Q15

FINANCIAL PROJECT#

41022117220

**FULLER WARREN BRIDGE MODULAR JOINT
REPLACEMENT DUVAL COUNTY, FL COUNTY, FL**

CONTRACT AMOUNT: \$308,084.02

Contact : GPI SOUTHEAST/JEACES

10 E. ADAMS ST., SUITE 40

JACKSONVILLE, FL 32202

904-355-6948 PHONE

904-355-6950 FAX

Completed; 2012

RE: BID NO. 1-10-B-23

CANAL SEAWALL RESTORATION

Contact: Mr. Niles Cyzycki

Dredging & Marine Consultants

4643 S. Clyde Morris Boulevard Unit 302

Port Orange, FL 32129

Phone: 386-304-6505

Fax: 386-304-6506

CONTRACT AMOUNT: \$1,155,551.92

COMPLETED: 2012

CITY OF PALM COAST – BT-2 WATER CONTROL STRUCTURE
CONTACT: MR. MICHAEL BRENNAN, CGC, GACR, LEEDS, GA
CITY OF PALM COAST
160 CYPRESS POINT PARKWAY, SUITE B-106
PALM COAST, FL 32614
PHONE: 386-986-2509
FAX: 386-986-4746
CONTRACT AMOUNT: \$ 292,545.00
COMPLETED: 2012

POLK COUNTY ANNUAL MAINTENANCE BRIDGE MAINTENANCE 09-
003-CAR
DEAN STILL ROAD BRIDGE REPAIR
CONTACT: MR. KEAN BOYER, PE
TRANSPORTATION ENGINEERING DIVISON
POLK CO. BOCC
DRAWER 0W-2
P.O. BOX 9005
BARTOW, FL 33831-9005
PHONE: 863-535-2310
CONTRACT AMOUNT:\$ 33,520.00
COMPLETED: 2012

FDOT CONTRACT #E5R24-BRIDGE REPAIR-VOLUSIA CO., FL
FPN NO.: 427574-1-52-01, ORANGE COUNTY, FL
CONTACT: MR. WILKES KEMP
FDOT ORLANDO CONSTRUCTION OFFICE
133 S. SEMORAN BLVD.
ORLANDO, FL 32807
PHONE: 407-482-7836
FAX: 407-275-4187
CONTRACT AMOUNT: \$ 616,251.20
COMPLETED: 2012

FDOT CONTRACT #E5R42 BRIDGE REPAIR-BREVARD CO., FL
CONTACT: MR. DWIGHT GRUBE
FDOT DAYTONA CONSTRUCTION OFFICE
915 S. CLYDE MORRIS BLVD.
DAYTONA BEACH, FL 32114
PHONE: 386-943-5768
FAX: 386-238-3195
CONTRACT AMOUNT: \$ 534,411.60
COMPLETED: 2012

Completed Contracts - Past Three years

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY, COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$1,210,119.00 10Z	SEA WALL	2013	VOLUSIA CO., FL	NILES CYZYCKI,
				DREDGING & MARINE CONSULTANTS
				4643 S. CLYDE MORRIS BLVD.
				PT. ORANGE, FL 32129
\$718,100.00 10Z	BRIDGE REPAIR	2013	ORANGE CO., FL	JON BRAZEE
				REEDY CREEK IMPROVEMENT DISTRICT
				P.O. BOX 10170
				LAKE BUENA VISTA, FL 32830
\$300,375.00 10Z	BRIDGE REPAIR	2013	FLAGLER CO., FL	MICHAEL BRENNAN, CITY OF PALM COAST
				190 CYPRESS PT. PARKWAY, STE. B-106
				PALM COAST, FL 32614
\$445,100.00 10Z	BRIDGE REPAIR	2013	ORANGE CO., FL	JON BRAZEE
				REEDY CREEK IMPROVEMENT DISTRICT
				P.O. BOX 10170
				LAKE BUENA VISTA, FL 32830
\$33,520.00 10Z	BRIDGE REPAIR	2013	POLK CO., FL	KEAN BOYER, PE., POLK CO. BOCC
				P.O. BOX 9005, DRAWER OW-2
				BARTOW, FL 33831-2310
\$527,817.00 10Z	BRIDGE REPAIR	2013	ORANGE CO., FL	WILKES KEMP, FDOT
				133 S. SEMORAN BLVD.
				ORLANDO, FL 32807

Completed Contracts - Past Three years

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY & COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$719,975.00 10Z	BRIDGE REPAIR	2014	ORANGE CO., FL	KATHRYN BOES KOLBO, P.E. REEDY CREEK IMPROVEMENT DISTRICT P.O. BOX 10170 LAKE BUENA VISTA, FL 32830
\$15,900.00 10Z	BRIDGE REPAIR	2014		KATHRYN BOES KOLBO, P.E. REEDY CREEK IMPROVEMENT DISTRICT P.O. BOX 10170 LAKE BUENA VISTA, FL 32830
\$47,125.00 10Z	BRIDGE REPAIR	2014	SEMINOLE CO., FL	TREY SISK-CITY OF ALTAMONTE SPGS. 225 NEWBURYPORT AVENUE ALTAMONTE SPRINGS, FL 32701
\$49,860.00 10Z	BRIDGE REPAIR	2014	POLK CO., FL	KEAN BOYER-POLK CO. ENGINEERING POLK CO BOCC DRAWER PW 02, PO BOX 9005 BARTOW, FL 33831-9005
\$152,072.00 10Z	BRIDGE REPAIR	2014	POLK CO., FL	KEAN BOYER-POLK CO. ENGINEERING POLK CO BOCC DRAWER PW 02, PO BOX 9005 BARTOW, FL 33831-9005
\$730,982.48 10Z	BRIDGE REPAIR	2014	LEE CO., FL	CYRIL FERNANDEZ, JACOBS ENG. 18302 HGHWOODS PRESERVE PARKWAY TAMPA, FL 33647

Completed Contracts - Past Three years

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY, COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$108,000.00 10Z	SEAWALL	2014	ST. PETE BEACH, FL	RENEE COOPER, CITY OF ST. PETE BCH. 155 COREY AVENUE ST. PETE BEACH, FL 33706
\$129,336.00 10Z	BRIDGE REPAIR	2014	VOLUSIA CO., FL	JIM PRICE, CO OF VOLUSIA, FL 123 W. INDIANA AVENUE DELAND, FL 2720-4262
\$12,600.00 10Z	BRIDGE REPAIR	2014	ORANGE CO., FK	OSCAR TOVAR, CITY OF OCALA 1805 NE 30TH AVE., OCALA, FL 34470
\$9,300.00 10Z	BRIDGE REPAIR	2014	SEMINOLE CO., FL	ALBERT COLLOCK, SEMINOLE CO. PUBLIC WORKS DEPT. 100 EAST FIRST STREET SANFORD, FL 32771
\$3,300.00 10Z	BRIDGE REPAIR	2014	SEMINOLE CO., FL	ALBERT COLLOCK, SEMINOLE CO. PUBLIC WORKS DEPT. 100 EAST FIRST STREET SANFORD, FL 32771
\$16,115.00 10Z	BRIDGE REPAIR	2014	SEMINOLE CO., FL	ALBERT COLLOCK, SEMINOLE CO. PUBLIC WORKS DEPT. 100 EAST FIRST STREET SANFORD, FL 32771

Completed Contracts - Past Three years

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY, COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$173,944.00 10Z	BRIDGE REPAIR	2015	VOLUSIA CO., FL	GLENN RANEY - FDOT 1650 N. KEPLER ROAD DELAND, FL 32724
\$4,000.00 10Z	BRIDGE REPAIR	2015	VOLUSIA CO., FL	TOM MORRISEY-CO. OF VOLUSIA 2560 WEST SR 44 DELAND, FL 32720
\$100,637.00 10Z	BRIDGE REPAIR	2015	SEMINOLE CO., FL	ALBERT COLLOCK, SEMINOLE CO. PUBLIC WORKS DEPT. 100 EAST FIRST STREET SANFORD, FL 32771
\$121,163.50 10Z	BRIDGE REPAIR	2015	LEE CO., FL	SAMUEL UPDIKE- LEE CO. FDOT 5560 ZIP DRIVE FT. MYERS, FL 33905
\$1,709,457.03 10Z	SEMINOLE INLET PIER REPAIR	2015	INDIAN RIVER/BREVARD COS., FL	JOSHUA BAKER-FDOT 3601 OLEANDER AVENUE FORT PIERCE, FL 34982
\$201,727.00 10Z	BRIDGE REPAIR	2015	VOLUSIA CO., FL	ROB CLARK-SUPERIOR CONST. 7072 BUSINESS PARK BLVD. JACKSONVILLE, FL 32256

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 10/3/13)

This Agreement is made _____, 20 _____ by and between **St. Johns County, 500 San Sebastian View, and St. Augustine, Florida 32084** (hereafter referred to as the "Owner" and Sieg & Ambachtsheer, Inc., 1445 Cassadaga Rd., Deland, FL. 37724, whose Phone (386) 775-3835 hereinafter referred to as the "Contractor") under seal for Vilano Fishing Pier Repairs 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

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 Architect, any other amendments hereto executed by the parties hereafter, together with the following (if any): NA.

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 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 Architect 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 Architect 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 Architect 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: **Including furnishing the Owner with "as-built" drawings that are acceptable to the Owner by the date of Substantial Completion; Owner shall have the right, but not the obligation, to produce "as-built" drawings that meet the requirement as set forth in the construction documents and the County Development Review requirements, on behalf of the Contractor. The Owner may then deduct the actual cost of the "as-built" drawings from the Contract amount.**

The Contractor shall be required to comply with all St. Johns County Development Review/Ordinance included, but not limited to specific requirements for T.V. examination of the underground pipe and construction of all A.D.A.

The Scope of Work for this project shall generally include providing all labor, materials, tools, equipment, supervision and other items as necessary for the rehabilitation of steel girders; steel bearing replacement; cleaning & painting of steel girders; concrete spall repair (substructure elements) and concrete crack epoxy injection (superstructure elements – excluding rails. All work will be performed in accordance with the plans and specifications issued for the project.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.0 The Contractor shall have ten (10) days to return the Contract originals from the time the Contractor receives a "Notice of Award". Owner will return a "fully executed" Contract original to the Contractor no later than seven (7) days after return of the executed Contract originals, (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed, and shall Substantially Complete all Work within two hundred ten (210) consecutive calendar days from the date of the Notice to Proceed. Final Completion shall be twenty (20) consecutive calendar days from the date of 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 For a period of ninety (90) consecutive calendar days the Contractor shall pay to the Owner the sum of \$715.00 (seven-hundred fifteen dollars 00/100 cents) 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. Thereafter, the Contractor shall pay to the Owner the sum of \$715.00 (seven-hundred fifteen dollars and 00/100 cents) per day for each and every calendar day of unexcused delay in achieving Final Completion.

Any sums 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.

3.3.2 Contract Effective Date

The date this Agreement is made and shall be effective shall be the last date of Execution of the Contract, by any of the parties to the Contract. Execution of parties and dates thereof shall appear on Page 23 of this Agreement.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of **One-Million Twenty-One Thousand Four Hundred Eight Dollars & 00/Cents (\$1,021,408.00) for Total Lump Sum Base Bid**, except as modified by Change Order as provided elsewhere 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 Architect 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 Architect 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 Architect 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 Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect 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 Owner and upon Certificates for Payment subsequently issued to the Owner by the Contractor, 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 Owner and the Architect 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 Architect 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 Owner's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Owner 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 Owner'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.

5.2.4.1 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 Architect thereof in writing, 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 Owner and the Architect thereof in writing, a list of items to be completed or corrected. **When the Architect 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 Architect thereof in writing. Thereupon, the Architect 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 Architect 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 Architect in its Certificate of Substantial Completion, the Contractor shall pay to the Owner liquidated damages in the amount of \$715.00 (seven-hundred fifteen and 00/100 dollars) 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 sums 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 Architect 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 Owner 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 Architect'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 the cost of reproduction 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 Architect 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 the Architect.

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 Owner and the Architect 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 Owner and the Architect. 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 Owner and the Architect, 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 Owner and the Architect 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 Architect 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, defend 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 the Contract. 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 onsite construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Architect, this person shall be the Contractor's Superintendent.

**ARTICLE VIII
CONTRACT ADMINISTRATION**

8.1 The Architect

8.1.1 The Architect for this project is: Scott Rosch, Simes & Rosch, 3020 Harley Road, Suite 100, Jacksonville, FL 32257, (904) 260-3031.

In the event the Owner should find it necessary or convenient to replace the Architect, the status of the replacement Architect shall be that of the former Architect.

8.2 Architect's Administration

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Agreement. The Architect shall be the Owner's representative from the effective date of this Agreement until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

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

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Agreement.

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

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, 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.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to

determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and will issue a final Certificate for Payment upon compliance with the requirements of the Contract.

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

8.2.10 The word "ENGINEER" whenever used in this Agreement shall be synonymous with the word "ARCHITECT" when the word ARCHITECT is used.

8.3 Claims by the Contractor

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

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Contract and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 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 the Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Contract, be encountered, wherein the Contract Documents or Standard Construction industry practice have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within **seven (7)** days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Owner and the Architect 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.

8.3.4 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 Architect 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 and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 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.

8.3.5 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 Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim 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 rise to the claims 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 a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claims as required in this Subparagraph, any claim for an extension shall be waived. This paragraph shall not be deemed to waive any damage for delay that is covered by insurance.

8.3.5.1 Delays and Extensions of Time – An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Contractor shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work.

8.4 Field Orders

8.4.1 The Architect 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 Owner, 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 Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner 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 Owner and the Architect, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Architect 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 Owner or Architect 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 Architect 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 Architect's request or to any provision of this Agreement, it shall, if required by the Architect or the Owner, be uncovered for the Architect'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 Architect or Owner, be uncovered for the Architect'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 Architect 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 Architect's services and expenses made necessary thereby.

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Owner. 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 Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. 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

Contractor's Insurance:

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

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

13.1 Standard Contract for Service: The contract price will not exceed \$500,000 and there are no unusual hazards present.

The CONTRACTOR shall maintain during the life of this Contract,

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

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers'

Compensation Insurance in at least such amounts as required by Florida law.

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

13.2 Property Insurance

Contractor shall purchase and maintain property insurance with the form of policy for this coverage shall be a Completed Value. The Contractor shall provide this coverage and shall be in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.

13.3 Certificate of Insurance

The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by paragraphs 13.1 and 13.2 naming the Owner as additionally insured.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits.

**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 Bond 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 Bond. 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 Architect 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 Architect.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Architect, 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 PUBLIC RECORDS

17.1 Public Records (Chapter 119, Florida Statutes)

17.1.1 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 (insert name of other party) 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.

Contract No.: _____

Owner

Contractor

St. Johns County (Seal)
(Typed Name)

Sieg & Ambachtsheer, Inc. (Seal)
(Typed Name)

By: _____
Signature

By: _____
Signature

Joy Andrews, Assistant County Administrator
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Hunter S. Conrad, Clerk of Courts

Legally Sufficient:

By: _____
Deputy Clerk

Senior Assistant County Attorney

Date: _____

Date of Execution