

RESOLUTION NO: 2013 - 222

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-65 COUNTYWIDE DRAINAGE & SIDEWALK CONSTRUCTION

RECITALS

WHEREAS, the County desires to enter into a contract with A.W.A. Contracting Co., Inc. and Constantine Constructors, Inc to perform as needed Countywide Drainage & Sidewalk Construction projects throughout St. Johns County; and

WHEREAS, the scope of the project shall consist of performing repair, rehabilitation, and new construction of drainage and sidewalks, according to the specifications; and

WHEREAS, through the County's formal bid process, A.W.A. Contracting Co., Inc. and Constantine Constructors, Inc were selected as the lowest, responsive, responsible bidders based on Total Unit Price Bids to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by SJC Engineering Department; and

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

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 No. 13-65 to A.W.A. Contracting Co., Inc and Constantine Constructors, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with A.W.A. Contracting Co., Inc. and Constantine Constructors, Inc. on behalf of the County for the performance of Countywide Drainage & Sidewalk Construction as specifically provided in the Bid Documents for Bid No 13-65.

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 1st day of October, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 10/3/13



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**
(2012 EDITION)
MASTER CONTRACT #: _____

This Contract Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2013, by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, with principle offices located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **A.W.A. Contracting Co., Inc.** ("Contractor"), a company authorized to do business in the State of Florida, with principle offices located at P.O. Box 601009, Jacksonville, FL 32260, under seal for **Bid No. 13-65; Small Scale Construction**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The Contract and Contract Documents
 - 1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
 - 1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No. 13-65 documents (including responses) together with all addenda thereto; (3) all Specifications; and (4) all duly executed Small Scale Construction Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.
- 1.2 Contract Term and Extension
 - 1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of acceptance by all parties ("Effective Date"), and shall remain in effect for a period of one (1) year.
 - 1.2.2 The term of the Contract may be extended for up to four (4) additional one (1) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be extended as provided herein, it is expressly noted that the County is under no obligation to extend the Contract. It is further expressly noted that the option of extending the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract.
- 1.3 Entire Agreement
 - 1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), constitutes the entire and exclusive agreement between the County and the Contractor with reference to Bid No. 13-65; Countywide Drainage & Sidewalk Construction. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.
- 1.4 No Privity with Others
 - 1.4.1 Nothing contained in the Contract shall create, or be interpreted to create, privity or any other contractual agreement between County and any person or entity other than the Contractor.
- 1.5 Intent and Interpretation
 - 1.5.1 The intent of the Contract 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 Project Price as provided by Task Order.
 - 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 the Contract, 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 the Contract, 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 the Contract 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 the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 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 County 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 County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY 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. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 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.
- 1.5.10 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 County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; 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 the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project within ten (10) days upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum as specified by Task Order for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. 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 County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County 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 County has withheld payment, the County 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 as provided by Task Order that the County 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 Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order 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 the Contract. 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 County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such 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 the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) 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 the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County 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 County 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 County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, 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 County to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

5.3.1 County 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 County from loss because of:

- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- (2) claims of third parties against the County or the County's property;
- (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
- (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
- (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
- (7) damage to the County or a third party to whom the County is, or may be, liable;
- (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County 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 by Task Order for payment to the Contractor by the County, the County, 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 County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

- 5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County 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 Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County 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 County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project 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 County 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 in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth 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 County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County 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 County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County'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 County; 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 County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

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

- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County 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 COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, 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 County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County 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 County shall obtain all approvals, easements, and the like required for construction.

- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual 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 Work in accordance with any Task Order, the County 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 County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

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

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

ARTICLE VII – THE CONTRACTOR

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

- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.

- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County 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 County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in

strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project 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 each 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 County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract 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 County 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 for each project, shall submit to the Project Manager 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 each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

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 for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project 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 there from.

7.11 Access to Work

- 7.11.1 The County and the Project Manager 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, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees 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 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 there from 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 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 for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

- 8.1 Project Manager
- 8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.
- 8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

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

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

8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project 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 County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County 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 County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work 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 County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth

in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

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

8.3 Field Orders

8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project 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 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within 15 days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager 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 County 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 each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the Project Manager, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price (not to exceed \$200,000 per Project) or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project 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 County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager 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 Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager 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-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County 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 County 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 for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

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

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

- 11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, 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 the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.
- 11.3 County May Accept Defective or Nonconforming Work
- 11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project 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 Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

- 12.1.1 For each project, 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 County, terminate performance under the Contract and recover from the County 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 For each project, if the County 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 the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

- 12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County 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 County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.
- 12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:
- (i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), 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;
 - (iii) 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 Project 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 to complete the Work, or 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 the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project 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 termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

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

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

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s)

shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

- 13.1.1.1 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.
- 13.1.1.2 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.
- 13.1.1.3 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.
- 13.1.1.4 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.
- 13.1.1.5 The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

- 14.1.1 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 measures 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.

- 14.1.2 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 XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, 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.
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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.
- 15.1.5 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.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 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 XVI – ACCESS TO RECORDS

16.1 Access To Records (Chapter 119, Florida Statutes)

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

ARTICLE XVII – REVIEW OF RECORDS

17.1 Review of Records

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

ARTICLE XVIII – MISCELLANEOUS

18.1 Governing Law and Venue

18.1.1 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.

18.2 Successors and Assigns

18.2.1 The County 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 the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

18.3 Surety Bonds

18.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

18.4 Safety of Persons and Property

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

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

18.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract 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 County.

18.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

18.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

18.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

18.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

18.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

18.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

18.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

18.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

18.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

18.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract. the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contactor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

18.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

18.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

18.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

18.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

COUNTY

CONTRACTOR

St. Johns County, FL (Seal)

A.W.A. Contracting Co., Inc (Seal)

By: _____
(Printed Name)

By: _____
(Printed Name)

(Title of Signing Representative)

(Signature)

(Signature)

(Title of Signing Representative)

(Date of Execution)

(Date of Execution)

Legal Review By:

Assistant County Attorney

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

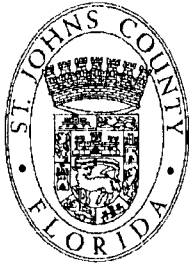
**Bid No: 13-65; Countywide Drainage & Sidewalk Construction
MASTER CONTRACT # _____**

**EXHIBIT "A"
UNIT PRICE LIST**

Item No:	Item Description:	Unit of Measure:	Unit Price:
1	Pipe Removal (12" to 15")	LF	\$5.00
2	Pipe Removal (18 to 24")	LF	\$6.50
3	Pipe Removal (30 to 36")	LF	\$7.90
4	Pipe Removal (42" to 48")	LF	\$10.00
5	Pipe Removal (≥ 56")	LF	\$12.50
6	Headwall Removal	EA	\$150.00
7	Special Headwall Removal	EA	\$1,000.00
8	Inlet Structure Removal	EA	\$400.00
9	Clearing & Grubbing	ACRE	\$3,500.00
10	Roadway Shoulder Regrading (2' to 4' wide)	LF	\$2.00
11	Roadway Shoulder Regrading (4' to 6' wide)	LF	\$3.00
12	Roadway Shoulder Regrading (≥ 6' wide)	LF	\$4.00
13	Ditch Regrading (0' to 2' deep)	LF	\$4.00
14	Ditch Regrading (2' to 4' deep)	LF	\$5.00
15	Ditch Regrading (4' to 6' deep)	LF	\$6.00
16	Asphalt Pavement Removal	SY	\$10.00
17	Asphalt Sidewalk Removal	SY	\$10.00
18	Concrete Removal (0" to 6" thick)	SY	\$10.00
19	Curb & Gutter Removal	LF	\$10.00
20	Curb Removal for Handicap Ramp Construction	LF	\$10.00
21	Unclassified Excavation w/ Hauloff	CY	\$12.00
22	Installation of 4" thick Concrete Sidewalk	SY	\$27.50
23	Installation of 5" thick Concrete Sidewalk	SY	\$28.50
24	Installation of 6" thick Concrete Sidewalk	SY	\$32.00
25	Installation of County Standard Curb & Gutter	LF	\$14.00
26	Installation of Type "F" Curb (DOT)	LF	\$16.00
27	Installation of City Standard Header Curb	LF	\$14.00
28	Asphalt Repair, (Type S-1 & Type 3)	LF	\$22.50
29	Rework Existing Limerock Prime & Seal	SY	\$9.00
30	Fill A-3 Sand or Better	CY	\$12.00
31	Limerock 12"	SY	\$26.00
32	Flowable Fill	CY	\$100.00
33	Flowable Fill (High Early)	CY	\$154.00
34	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$1,000.00
35	Type C Inlet, 0' to 4' Depth (D-207)	EA	\$1,000.00
36	Type C Inlet, > 4' to 6' Depth (D-207)	EA	\$1,100.00
37	Type C Inlet Pour-In-Place Wings	EA	\$400.00
38	Type E Inlet, 0' to 4' Depth (D-208)	EA	\$1,000.00
39	Type J-1 B Manhole/Inlet, 0" to 4' Depth (D-201)	EA	\$1,000.00
40	Type J-1 B Manhole/Inlet, >4" to 6' Depth (D-201)	EA	\$1,250.00
41	Type J-2 Manhole 4x5, 0" to 4' Depth (D-202)	EA	\$1,000.00
42	Type J-2 Manhole 4x5, >4' to 6' Depth (D202)	EA	\$1,250.00
43	DOT P-5 Storm Inlet	EA	\$1,500.00
44	Pipe, PVC, Sch 40, 4" Drain	LF	\$4.34
45	12" DR 18	LF	\$31.14

46	15" RCP, 0" to 6' Depth, Class III	LF	\$21.22
47	18" RCP, 0" to 6' Depth, Class III	LF	\$29.00
48	24" RCP, 0" to 6' Depth, Class III	LF	\$46.33
49	30" RCP, 0" to 6' Depth, Class III	LF	\$67.75
50	36" RCP, 0" to 6' Depth, Class III	LF	\$95.75
51	42" RCP, Class III	LF	\$123.50
52	48" RCP, Class III	LF	\$144.32
53	12"x18" ERCP, 0" to 6' Depth, Class III	LF	\$26.25
54	14"x23" ERCP, 0" to 6', Class III	LF	\$37.50
55	19"x30" ERCP, 0" to 6', Class III	LF	\$49.50
56	24"x38" ERCP, 0" to 6', Class III	LF	\$75.50
57	29"x45" ERCP, 0" to 6', Class III	LF	\$98.50
58	38"x60" ERCP, Class III	LF	\$127.50
59	58"x91" ERCP, Class III	LF	\$277.00
60	Precast End Wall (15"/12x18" Pipe) (D-408)	EA	\$750.00
61	Precast End Wall (18"/14x23" Pipe) (D-408)	EA	\$800.00
62	Precast End Wall (24"/19x30" Pipe) (D-408)	EA	\$850.00
63	Precast End Wall (30"/24x38" Pipe) (D-408)	EA	\$900.00
64	Precast End Wall (36"/29x45" Pipe) (D408)	EA	\$950.00
65	48" Headwall	CY	\$550.00
66	54" to 60" Straight End Walls	CY	\$550.00
67	42" to 48" Straight End Walls	CY	\$550.00
68	MES for 15" or CMPDW Culvert (D-429)	EA	\$450.00
69	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	\$450.00
70	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	\$550.00
71	FDOT MES for 15/18" RCP/CMP (Index 272)	EA	\$550.00
72	FDOT MES for 24" RCP/CMP (Index 272)	EA	\$650.00
73	FDOT MES for 36" RCP/CMP (Index 272)	EA	\$750.00
74	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$5.00
75	Floating Tribidity Barrier	LF	\$20.00
76	Erosion Control - Hay Bales	EA	\$10.00
77	Erosion Control - Silt Barrier/Fabric	LF	\$5.00
78	Grassing - Sod	SY	\$6.00
79	Grassing - Seed & Mulch	SY	\$1.00
80	Fence Relocation	LF	\$5.00
81	Installation of New 6' Chain Link Fence	LF	\$22.50
82	Bush Relocation (Due to location of work area)	EA	\$1.00
83	Sign Relocation	EA	\$1.00
84	Mailbox Relocation (Using Existing Post)	EA	\$1.00
85	MOT PO up to \$5,000	LS	\$400.00
86	MOT PO \$5,000 - \$10,000	LS	\$500.00
87	MOT PO \$10,000 - \$15,000	LS	\$600.00
88	MOT PO \$15,000 - \$20,000	LS	\$700.00
89	MOT PO \$20,000 - \$25,000	LS	\$800.00
90	Valve Box Adjustment	EA	\$1.00
91	Trench Drain (5' SW)	EA	\$400.00
92	12"x12" Precast Trench	LF	\$125.00
93	24"x24" Precast Trench	LF	\$225.00
94	Aluminum Handrail for Trench Drain	LF	\$55.00
95	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	\$50.00
96	Saw Cut Existing Concrete Str for 24" Pipe Tie-In	EA	\$100.00
97	Saw Cut Existing Concrete Str for 36" Pipe Tie-In	EA	\$100.00

98	Saw Cut Existing Concrete Str for 48" Pipe Tie-In	EA	\$100.00
99	Irrigation Pipe, ½" Sch 40 PVC	LF	\$1.50
100	Irrigation Pipe, ¾" Sch 40 PVC	LF	\$2.00
101	Sprinkler Head Relocation	EA	\$15.00
102	6" Underdrain w/ 2'x2' Rockbed	LF	\$22.50
103	Aluminum Handrail (Non-Picket)	LF	\$55.00
104	Aluminum Handrail (Picket)	LF	\$65.00
105	Stripe Removal (12")	SF	\$5.00
106	White/Yellow Striping (6")	LF	\$5.00
107	Stripe Removal (6")	LF	\$5.00
108	White Safety Walk Striping (12")	LF	\$7.50
109	24" Striping (White)	LF	\$10.00
110	Stripe Removal (24")	LF	\$5.00
111	Concrete Ditch Pavement, NR, 4"	SY	\$45.00
112	Concrete Flumes	SY	\$32.00
113	Handicap Ramps	EA	\$200.00
114	Guardrail – Safety Contractors	LF	\$40.00
115	Picture Frame Finish for Driveway	SY	\$36.00
116	Rock Salt Finish for Driveway	SY	\$36.00
117	6" Concrete Driveway	SY	\$32.00
118	57 Stone	TN	\$60.00
119	Removal of Unsuitable Materials	CY	\$10.00
120	Spec Inlet Boxes S-2 & S-3a	CY	\$500.00
121	1" S-3 Asphalt	SY	\$17.40
122	1 ½" S-1 Asphalt	SY	\$19.30
123	10'x5' Box Culvert	CY	\$500.00
124	10'x3' Box Culvert	CY	\$500.00
125	3'x4'¼'x3' Box Culvert	CY	\$500.00
126	4'x5' Box Culvert	CY	\$500.00
127	Sprinkler Head Installation	EA	\$15.00
128	24" Retaining Wall 4"x12"	LF	\$27.50
129	Reinforcing Steel	LB	\$1.00
130	Rip Rap	SY	\$30.00



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Press Tompkins, County Engineer
FROM: Jamie Locklear, CPPB, Contract Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 13-65, Countywide Drainage & Sidewalk Construction
DATE: August 28, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval [Signature]

Date 9-4-13

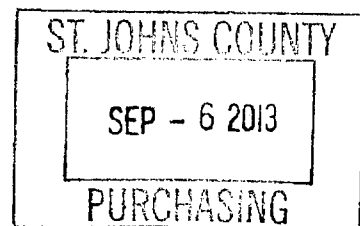
Budget Amount VARIABLES

Account Funding Title VARIABLES

Funding Charge Code VARIABLES

Award to A.W.A. CONTRACTING Co., Inc. AND CONSTANTINE CONSTRUCTION Inc

Award Amount UNDETERMINED



Bid No: 13-65; Countywide Drainage & Sidewalk Construction - Unit Price Comparison

Item #	Item Description	Unit of Measure	Constantine Constructors	AWA Contracting	Core Construction Company	Callaway Contracting	08-85 Pricing
1	Pipe Removal (12" to 15")	LF	\$12.47	\$5.00	\$13.95	\$18.00	\$10.00
2	Pipe Removal (18" to 24")	LF	\$17.18	\$6.50	\$17.44	\$24.00	\$10.00
3	Pipe Removal (30" to 36")	LF	\$20.05	\$7.90	\$24.41	\$30.00	\$10.00
4	Pipe Removal (42" to 48")	LF	\$28.53	\$10.00	\$32.08	\$35.00	\$10.00
5	Pipe Removal (≥ 56")	LF	\$56.66	\$12.50	\$69.74	\$38.00	\$10.00
6	Headwall Removal	EA	\$552.00	\$150.00	\$488.21	\$700.00	\$150.00
7	Special Headwall Removal	EA	\$2,625.00	\$1,000.00	\$3,487.19	\$1,400.00	\$2,500.00
8	Inlet Structure Removal	EA	\$210.00	\$400.00	\$418.46	\$625.00	\$200.00
9	Clearing & Grubbing	ACRE	\$5,000.00	\$3,000.00	\$8,369.27	\$6,700.00	\$6,500.00
10	Roadway Shoulder Regrading (2' to 4' wide)	LF	\$1.78	\$2.00	\$5.58	\$10.00	\$1.50
11	Roadway Shoulder Regrading (4' to 6' wide)	LF	\$2.69	\$3.00	\$5.58	\$6.00	\$2.00
12	Roadway Shoulder Regrading (≥ 6' wide)	LF	\$4.49	\$4.00	\$9.76	\$2.50	\$2.25
13	Ditch Regrading (0' to 2' deep)	LF	\$4.60	\$4.00	\$4.88	\$8.00	\$3.00
14	Ditch Regrading (2' to 4' deep)	LF	\$6.30	\$5.00	\$7.67	\$9.00	\$4.00
15	Ditch Regrading (4' to 6' deep)	LF	\$9.20	\$8.00	\$13.95	\$15.00	\$5.00
16	Asphalt Pavement Removal	SY	\$7.33	\$10.00	\$11.16	\$10.00	\$5.00
17	Asphalt Sidewalk Removal	SY	\$7.33	\$10.00	\$11.16	\$12.00	\$10.00
18	Concrete Removal (0' to 6" thick)	SY	\$20.83	\$10.00	\$9.76	\$16.00	\$5.00
19	Curb & Gutter Removal	LF	\$9.55	\$10.00	\$11.16	\$15.00	\$10.00
20	Curb Removal for Handicap Ramp Construct	LF	\$9.55	\$10.00	\$27.90	\$25.00	\$10.00
21	Unclassified Excavation w/ Hauloff	CY	\$7.63	\$12.00	\$34.67	\$12.00	\$10.00
22	Installation of 4" thick Concrete Sidewalk	SY	\$27.50	\$27.50	\$34.17	\$30.00	\$23.50
23	Installation of 5" thick Concrete Sidewalk	SY	\$29.89	\$28.50	\$37.94	\$32.00	\$28.09
24	Installation of 6" thick Concrete Sidewalk	SY	\$32.28	\$32.00	\$41.71	\$35.00	\$29.68
25	Installation of County Standard Curb & Gutter	LF	\$19.64	\$14.00	\$22.32	\$20.00	\$16.00
26	Installation of Type "F" Curb (DO1)	LF	\$19.64	\$18.00	\$27.90	\$23.00	\$22.00
27	Installation of City Standard Header Curb	LF	\$16.80	\$14.00	\$22.32	\$22.00	\$16.00
28	Asphalt Repair, (Type S-1 & Type 3)	SY	\$25.00	\$22.50	\$62.77	\$26.00	\$22.50
29	Rework Existing Limerock Prime & Seal	SY	\$5.80	\$9.00	\$13.95	\$10.00	\$9.00
30	Fill A-3 Sand or Better	CY	\$63.05	\$12.00	\$32.08	\$14.00	\$12.00
31	Limerock 12"	SY	\$27.40	\$26.00	\$39.06	\$22.00	\$26.00
32	Flowable Fill	CY	\$85.59	\$100.00	\$188.31	\$120.00	\$80.00
33	Flowable Fill (High Early)	CY	\$94.15	\$154.00	\$216.21	\$145.00	\$154.00
34	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$885.24	\$1,000.00	\$4,324.12	\$3,500.00	\$1,400.00
35	Type C Inlet, 0' to 4' Depth (D-207)	EA	\$1,033.24	\$1,000.00	\$2,301.55	\$3,000.00	\$1,040.00
36	Type C Inlet, > 4' to 6' Depth (D-207)	EA	\$1,136.56	\$1,100.00	\$2,650.27	\$3,500.00	\$1,100.00
37	Type C Inlet Pour-In-Place Wings	EA	\$2,200.00	\$400.00	\$3,905.66	\$1,200.00	\$600.00
38	Type E Inlet, 0' to 4' Depth (D-208)	EA	\$1,268.00	\$1,000.00	\$3,347.71	\$3,300.00	\$1,300.00
39	Type J-1 B Manhole/Inlet, 0' to 4' Depth (D-201)	EA	\$1,113.00	\$1,000.00	\$3,835.91	\$3,200.00	\$1,060.00
40	Type J-1 B Manhole/Inlet, > 4' to 6' Depth (D-201)	EA	\$1,136.00	\$1,250.00	\$4,742.59	\$3,600.00	\$1,160.00
41	Type J-2 Manhole 4x5, 0' to 4' Depth (D-202)	EA	\$1,568.00	\$1,000.00	\$5,230.79	\$3,800.00	\$1,600.00
42	Type J-2 Manhole 4x5, > 4' to 6' Depth (D-202)	EA	\$1,765.00	\$1,250.00	\$6,279.95	\$4,200.00	\$1,800.00
43	DOT P-5 Storm Inlet	EA	\$2,228.00	\$1,500.00	\$5,440.02	\$4,300.00	\$2,250.00
44	Pipe, PVC, Sch 40, 4" Drain	LF	\$10.10	\$4.34	\$20.92	\$22.00	\$4.34
45	12" DR 18	LF	\$30.21	\$31.14	\$53.01	\$45.00	\$31.14
46	15" RCP, 0' to 6' Depth Class III	LF	\$27.89	\$21.25	\$37.66	\$38.00	\$28.67
47	18" RCP, 0' to 6' Depth, Class .II	LF	\$36.97	\$29.00	\$41.85	\$42.00	\$40.28
48	24" RCP, 0' to 6' Depth, Class .II	LF	\$53.72	\$46.33	\$66.95	\$53.00	\$61.08
49	30" RCP, 0' to 6' Depth Class .II	LF	\$81.16	\$67.75	\$94.85	\$74.00	\$86.91
50	36" RCP, 0' to 6' Depth Class III	LF	\$108.63	\$95.75	\$118.56	\$110.00	\$121.52
51	42" RCP, Class III	LF	\$137.53	\$123.50	\$167.39	\$120.00	\$151.80
52	48" RCP, Class III	LF	\$169.22	\$144.32	\$202.26	\$130.00	\$191.77
53	12"x18" ERCP, 0' to 6' Depth Class III	LF	\$39.00	\$26.25	\$69.74	\$38.00	\$38.54
54	14"x23" ERCP, 0' to 6' Class III	LF	\$48.00	\$37.50	\$76.72	\$42.00	\$46.07
55	19"x30" ERCP, 0' to 6' Class III	LF	\$78.00	\$49.50	\$125.54	\$61.00	\$75.25
56	24"x38" ERCP, 0' to 6' Class III	LF	\$106.00	\$75.50	\$167.39	\$83.00	\$105.96
57	29"x45" ERCP, 0' to 6' Class III	LF	\$146.67	\$98.50	\$244.10	\$111.00	\$151.68
58	38"x60" ERCP, Class III	LF	\$204.75	\$127.50	\$278.98	\$159.00	\$195.00
59	58"x91" ERCP, Class III	LF	\$472.50	\$288.00	\$585.85	\$290.00	\$450.00
60	Precast End Wall (15"/12x18" Pipe) (D-408)	EA	\$1,612.00	\$750.00	\$1,394.88	\$990.00	\$1,000.00
61	Precast End Wall (18"/14x23" Pipe) (D-408)	EA	\$1,830.62	\$800.00	\$1,604.11	\$1,100.00	\$1,000.00
62	Precast End Wall (24"/19x30" Pipe) (D-408)	EA	\$2,246.87	\$850.00	\$1,883.09	\$1,400.00	\$1,000.00
63	Precast End Wall (30"/24x38" Pipe) (D-408)	EA	\$2,392.22	\$900.00	\$2,092.32	\$2,000.00	\$1,000.00
64	Precast End Wall (36"/29x45" Pipe) (D-408)	EA	\$2,484.72	\$950.00	\$2,371.29	\$2,000.00	\$1,000.00
65	48" Headwall	CY	\$475.00	\$550.00	\$871.80	\$800.00	\$5,000.00
66	54" to 60" Straight End Walls	CY	\$475.00	\$550.00	\$1,255.39	\$900.00	\$500.00
67	42" to 48" Straight End Walls	CY	\$475.00	\$550.00	\$817.80	\$900.00	\$500.00
68	MES for 15" or CMPDW Culvert (D-429)	EA	\$525.00	\$450.00	\$962.47	\$890.00	\$550.00
69	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	\$725.00	\$450.00	\$1,081.03	\$890.00	\$750.00
70	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	\$725.00	\$550.00	\$1,952.83	\$1,000.00	\$750.00
71	FDOT MES for 16/18" RCP/CMP (Index 272)	EA	\$725.00	\$550.00	\$1,394.88	\$900.00	\$750.00
72	FDOT MES for 24" RCP/CMP (Index 272)	EA	\$825.00	\$650.00	\$1,883.09	\$1,100.00	\$850.00
73	FDOT MES for 36" RCP/CMP (Index 272)	EA	\$1,325.00	\$750.00	\$4,184.63	\$1,800.00	\$1,350.00
74	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$13.36	\$5.00	\$20.92	\$25.00	\$12.72
75	Floating Tribidity Barrier	LF	\$21.00	\$20.00	\$27.90	\$16.00	\$20.00
76	Erosion Control - Hay Bales	EA	\$7.35	\$10.00	\$34.87	\$10.00	\$5.00
77	Erosion Control - Silt Barrier/Fabric	LF	\$3.00	\$5.00	\$2.79	\$2.00	\$2.51
78	Grassing - Sod	SY	\$6.00	\$6.00	\$7.67	\$5.00	\$5.54
79	Grassing - Seed & Mulch	SY	\$1.06	\$1.00	\$1.19	\$1.00	\$0.65
80	Fence Relocation	LF	\$2.18	\$5.00	\$16.74	\$9.00	\$12.00

81	Installation of New 6' Chain Link Fence	LF	\$21.13	\$22.50	\$38.36	\$21.00	\$22.50
82	Bush Relocation (Due to location of work area)	EA	\$38.04	\$1.00	\$69.74	\$190.00	\$5.00
83	Sign Relocation	EA	\$87.08	\$1.00	\$104.62	\$20.00	\$10.00
84	Mailbox Relocation (Using existing post)	EA	\$15.75	\$1.00	\$104.62	\$20.00	\$15.00
85	MOT PO up to 5,000	LS	\$420.00	\$400.00	\$348.72	\$2,200.00	\$400.00
86	MOT PO 5,000 – 10,000	LS	\$525.00	\$500.00	\$697.44	\$3,000.00	\$500.00
87	MOT PO 10,000 – 15,000	LS	\$630.00	\$600.00	\$1,046.16	\$4,000.00	\$600.00
88	MOT PO 15,000 – 20,000	LS	\$735.00	\$700.00	\$1,394.88	\$5,000.00	\$700.00
89	MOT PO 20,000 – 25,000	LS	\$840.00	\$800.00	\$1,673.85	\$7,000.00	\$800.00
90	Valve Box Adjustment	EA	\$50.85	\$1.00	\$174.36	\$150.00	\$10.00
91	Trench Drain (5' SW)	EA	\$996.98	\$400.00	\$871.80	\$300.00	\$750.00
92	12"x12" Precast Trench	LF	\$220.50	\$125.00	\$348.72	\$65.00	\$210.00
93	24"x24" Precast Trench	LF	\$367.50	\$225.00	\$460.31	\$180.00	\$350.00
94	Aluminum Handrail for Trench Drain	LF	\$226.00	\$55.00	\$90.67	\$120.00	\$1,000.00
95	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	\$95.81	\$50.00	\$557.95	\$480.00	\$50.00
96	Saw Cut Existing Concrete Str for 24" Pipe Tie-In	EA	\$120.34	\$100.00	\$662.57	\$550.00	\$100.00
97	Saw Cut Existing Concrete Str for 36" Pipe Tie-In	EA	\$120.34	\$100.00	\$902.05	\$800.00	\$100.00
98	Saw Cut Existing Concrete Str for 48" Pipe Tie-In	EA	\$120.34	\$100.00	\$976.41	\$1,000.00	\$100.00
99	Irrigation Pipe, 1/2" Sch 40 PVC	LF	\$24.09	\$1.50	\$11.16	\$10.00	\$3.00
100	Irrigation Pipe, 3/4" Sch 40 PVC	LF	\$25.76	\$2.00	\$11.16	\$11.00	\$4.00
101	Sprinkler Head Relocation	EA	\$22.00	\$15.00	\$55.80	\$85.00	\$28.00
102	6" Underdrain w/ 2'x2' Rockbed	LF	\$40.96	\$22.50	\$48.82	\$45.00	\$32.50
103	Aluminum Handrail (Non Picket)	LF	\$226.00	\$55.00	\$90.67	\$95.00	\$65.00
104	Aluminum Handrail (Picket)	LF	\$226.00	\$65.00	\$174.36	\$120.00	\$145.00
105	Stripe Removal (12")	SF	\$6.00	\$5.00	\$24.41	\$5.00	\$10.00
106	White/Yellow Striping (6")	LF	\$3.00	\$5.00	\$4.18	\$4.00	\$5.00
107	Stripe Removal (6")	LF	\$6.00	\$5.00	\$24.41	\$12.00	\$10.00
108	White Safety Walk Striping (12")	LF	\$8.00	\$7.50	\$6.97	\$15.00	\$10.00
109	24" Striping (White)	LF	\$18.00	\$10.00	\$3.95	\$30.00	\$12.00
110	Stripe Removal (24")	LF	\$18.00	\$5.00	\$39.06	\$10.00	\$20.00
111	Concrete Ditch Pavement, NR, 4"	SY	\$44.23	\$45.00	\$45.33	\$56.00	\$65.00
112	Concrete Flumcs	SY	\$44.23	\$32.00	\$45.33	\$52.00	\$32.00
113	Handicap Ramps	EA	\$446.25	\$200.00	\$1,526.00	\$875.00	\$425.00
114	Guardrail – Safety Contractors	LF	\$181.00	\$40.00	\$230.15	\$45.00	\$4,331.25 (LS)
115	Picture Frame Finish for Driveway	SY	\$28.17	\$36.00	\$8.79	\$36.00	\$32.00
116	Rock Salt Finish for Driveway	SY	\$28.17	\$36.00	\$15.06	\$36.00	\$32.00
117	6" Concrete Driveway	SY	\$58.14	\$32.00	\$38.92	\$33.00	\$29.68
118	57 Stone	TN	\$52.00	\$60.00	\$85.51	\$47.00	\$55.00
119	Removal of Unsuitable Materials	CY	\$8.69	\$10.00	\$41.85	\$12.00	\$10.00
120	Spec Inlet Boxes S-2 & S-3a	CY	\$771.24	\$500.00	\$1,255.39	\$900.00	\$500.00
121	1" S-3 Asphalt	SY	\$14.00	\$17.40	\$48.82	\$23.00	\$17.40
122	1 1/2" S-1 Asphalt	SY	\$10.00	\$19.30	\$55.80	\$30.00	\$19.80
123	10'x5' Box Culvert	CY	\$469.89	\$500.00	\$1,255.39	\$1,200.00	\$750.00
124	10'x3' Box Culvert	CY	\$550.67	\$500.00	\$1,115.90	\$1,200.00	\$750.00
125	3'x4' 4'x3' Box Culvert	CY	\$278.33	\$500.00	\$671.80	\$1,200.00	\$550.00
126	4'x5' Box Culvert	CY	\$395.98	\$500.00	\$1,011.29	\$1,200.00	\$650.00
127	Sprinkler Head Installation	EA	\$25.62	\$15.00	\$41.85	\$22.00	\$28.00
128	24" Retaining Wall 4"x12"	LF	\$67.06	\$27.50	\$34.87	\$48.00	\$27.50
129	Reinforcing Steel	LB	\$0.52	\$1.00	\$1.74	\$2.00	\$0.75
130	Rip Rap	SY	\$87.50	\$30.00	\$104.62	\$105.00	\$30.00

Total Unit Price Bid: \$51,857.16 \$33,732.73 \$100,647.54 \$94,425.50 \$55,477.33

= Lowest Unit Price per Item

**S.I. JOHNS COUNTY
BID TABULATION**

BID TITLE COUNTYWIDE DRAINAGE & SIDEWALK CONSTRUCTION **OPENED BY** JAIME LOCKLEAR
BID NUMBER 13-65 **TABULATED BY** SHARON HALUSKA
OPENING DATE/TIME August 28, 2013 2:00 PM **VERIFIED BY**

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF 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.

BIDDERS	TOTAL UNIT PRICE BID	BID BOND	ADDENDUM # 1			
CONSTANTINE CONSTRUCTORS, INC.	\$51,857.15	YES	YES			
A.W.A. CONTRACTING CO., INC	\$33,722.33	YES	YES			
CORE CONSTRUCTION COMPANY	\$100,898.50	YES	YES			
CALLAWAY CONTRACTING, INC	\$94,425.50	YES	YES	** Corrected Total Unit Price Bid		

BID AWARD DATE - _____

BID NO: 13-65

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Countywide Drainage & Sidewalk Construction

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

DATE SUBMITTED: August 28, 2013

BID PROPOSAL OF

A.W.A. Contracting Co., Inc.	PO BOX 601009 Jacksonville, FL 32260	904-262-4157
Full Legal Company Name	Address	Telephone Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 13-65: Countywide Drainage & Sidewalk Construction in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Countywide Drainage & Sidewalk Construction

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Total Unit Price Bid: 33,722.33
Amount Written in Numerals

Thirty Three Thousand Seven hundred Twenty Two and 33 / 100 Dollars
Amount Written in Words

Each Bidder shall type or print legibly the Total Unit Price Bids in each designated space provided above. If there is a discrepancy between the amount written in numerals and the amount written in words, the amount written in words shall be considered as the Bidder's correct bid.

The County reserves the right to award multiple vendors based on unit prices submitted.

**Note: The "Total Unit Price Bid" is defined as the cumulative price for adding together all unit prices on Exhibit "A" - Unit Price List.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 8, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 13-65; Countywide Drainage & Sidewalk Construction

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

- 1. Can you please provide the current contract unit pricing?**
Answer: Yes, please see attached Unit Price List. Please be advised that the unit price list for the current contract (08-85) is not reflective of the Unit Price List under this bid. The new unit price list has been revised based on usage throughout the past five years.
- 2. Has the current contractor been under contract for the past five years?**
Answer: Yes, the current vendor was awarded the contract in 2008. The Contract term was for one (1) initial year, with four (4) available one year extensions.


Clarifications:

Attached, please find the Bid Bond Form, as referenced in the Bid Documents. Bid Security may be submitted on this form, as directed on p. 6-7 of the Bid Documents, or in the form of a cashier's check.

THE BID DUE DATE REMAINS: Wednesday, August 28, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

 8-28-2013
Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

ARTHUR W. ALLEN President
Printed Name and Title

A.W.A. CONTRACTING Co., Inc.
Company Name (Print)

END OF ADDENDUM #1

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

No.: ^{Add.} ~~800~~ #1 Date Received: 8-12-2013

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 Bid Documents and Project Specifications.

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, 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 the Owner, within the same time limit specified in the Bid Documents as indicated above.

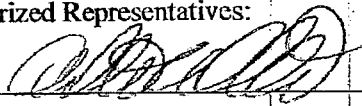
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

The Undersigned 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%) of five hundred thousand dollars (\$500,000.00), 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 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 upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: A.W.A. Contracting Co., Inc. (Seal)

Authorized Representatives:

By:  Arthur W. Allen, President/
(Name & Title typed or printed) owner

By: _____
(Name & Title typed or printed)

Address: P.O. Box 601009 Jacksonville, FL 32260-1009

Telephone No.: (904) 262-4157 Fax No.: (904) 880-7175

Email Address for Authorized Representative: artie@awaccontractingcoinc.com

Email Address for Authorized Representative: _____

Federal I.D. Tax Number: 59-3148142 DUNS #: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - "A" - Affidavit
 - "B" - Certificate as to Corporate Principal
 - "C" - License/Certification List
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - Qualifications Statement
 - Exhibit "A" - Unit Price List
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", Exhibit "A", 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.

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 Arthur W. Allen who being duly sworn, deposes and says he is President / owner (Title) of the firm of A.W.A. Contracting Co. Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-65, Countywide Drainage & Sidewalk Construction, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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.

[Signature]
(Bidder)

By: Arthur W. Allen
President / owner
(Title)

Sworn and subscribed to me this 30 day
of July, 2013.

Notary Public:
Stephanie A. Chappell
Signature
Stephanie A. Chappell
Printed

My commission Expires: 9-23-15

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

STEPHANIE A. CHAPPELL
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2015
Commission No. EE 116715

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Kay E. Allen, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Arthur W. Allen 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 it's governing body.

Kay E. Allen
Secretary

A.W.A. Contracting Co., Inc.
Corporate Seal
P.O. Box 601009
Jacksonville, FL 32260-1009

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Robert T. Theus to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Machinery Insurance, Inc. An Assessable Mutual Insurer and that he has been authorized by Machinery Insurance, Inc. to execute the foregoing bond on behalf of the surety named therein in favor of An Assessable Mutual Insurer St. Johns County, Florida.

Subscribed and sworn to me this 28th day of August, 2013, A.D.

Tina Montanez Olmo

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



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

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

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that A.W.A. Contracting Co., Inc. as Principal, and Machinery Insurance, Inc. An Assessable Mutual Insurer as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated August 28, 2013

For
Countywide Drainage & Sidewalk Construction
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 28th day of August A.D., 2013, 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.

WITNESSES:

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

WITNESSES:

[Signature]
Stephanie Chapman
May E. Allen

WITNESS:

[Signature]
Ludie R. Madley

Arthur W. Allen

PRINCIPAL:

A.W.A. Contracting Co., Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President

TITLE

P.O. Box 601009

BUSINESS ADDRESS

Jacksonville, FL

CITY

STATE

SURETY:

Machinery Insurance, Inc. An Assessable Mutual Insurer

CORPORATE SURETY

[Signature]

ATTORNEY-IN-FACT (AFFIX
SEAL) Robert T. Theus

P.O. Drawer 41490

BUSINESS ADDRESS

Jacksonville

CITY

FL

STATE

Cecil W. Powell & Company

NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION

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

GENERAL POWER OF ATTORNEY

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

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

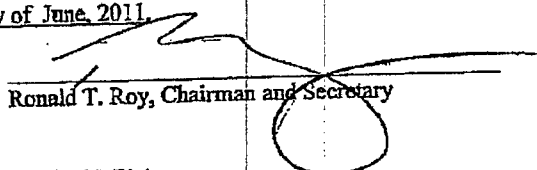
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida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

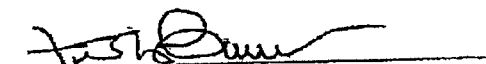
Two hundred fifty thousand dollars (\$250,000.00)

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

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

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


Ronald T. Roy, Chairman and Secretary

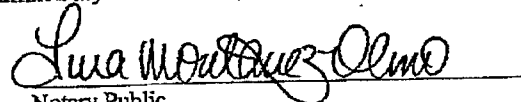

Fitzhugh K. Powell, Sr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

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

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

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


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 28th day of August, 2013.


Ronald T. Roy, Chairman

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Certified Utility & Excavation	CUC1224767	State of Florida	8-31-14
Certified Utility & Excavation	CUC1225102	State of Florida	8-31-14
Certified Building Contractor	8CBU251711	State of Florida	8-31-14

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



LICENSE NUMBER

CBC1251711

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ALLEN, BENNIE JAMES
A.W.A CONTRACTING CO INC
4980 JULINGTON CREEK ROAD
JACKSONVILLE FL 32258



RICK SCOTT
GOVERNOR

ISSUED: 05/09/2013 SEQ# L1305090000857
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

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

AC# 6219408

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

SEQ# L12072100448

DATE	BATCH NUMBER	LICENSE NBR
07/21/2012	118202438	CUC1224767

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ALLEN, ARTHUR WESLEY
A W A CONTRACTING CO INC
4980 JULINGTON CREEK ROAD
JACKSONVILLE FL 32258-2202

RICK SCOTT
GOVERNOR

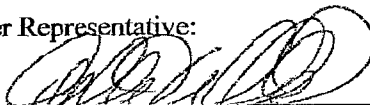
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

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 Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Unit Price Bid 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.

Authorized Bidder Representative:



Signature

7-30-13

Date

Arthur W. Allen, President/

Name & Title of Representative

owner

ATTACHMENT "E"
QUALIFICATIONS STATEMENT

I, Arthur W. Allen, President/Owner hereby certify that A.W.A. Contracting Co, Inc
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed, is licensed in the State of Florida as a Certified General Contractor (CGC), a Certified Building Contractor (CBC), or a Certified Underground Utility Contractor and has been in business for at least five (5) years. I also certify that the above named company is capable of bonding any Task Order in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

 7-30-13
Signature Date

Arthur W. Allen, President/
Name & Title of Representative Owner

EXHIBIT "A"
UNIT PRICE LIST

The following Unit Prices, if approved by the Owner shall be used for the purposes of developing pricing proposals for Task Orders and Change Orders issued under this contract. Unit Prices shall include all labor, materials, equipment, mobilization, transportation, supervision, insurance costs, bond costs, taxes, fees, and overhead and profit that the Contractor will incur by performing the required work.

Item #	Item Description	Unit of Measure	Price per Item
1	Pipe Removal (12" to 15")	LF	5.00
2	Pipe Removal (18" to 24")	LF	6.50
3	Pipe Removal (30" to 36")	LF	7.90
4	Pipe Removal (42" to 48")	LF	10.00
5	Pipe Removal (≥ 56")	LF	12.50
6	Headwall Removal	EA	150.00
7	Special Headwall Removal	EA	1000.00
8	Inlet Structure Removal	EA	400.00
9	Clearing & Grubbing	ACRE	3000.00
10	Roadway Shoulder Regrading (2' to 4' wide)	LF	2.00
11	Roadway Shoulder Regrading (4' to 6' wide)	LF	3.00
12	Roadway Shoulder Regrading (≥ 6' wide)	LF	4.00
13	Ditch Regrading (0' to 2' deep)	LF	4.00
14	Ditch Regrading (2' to 4' deep)	LF	5.00
15	Ditch Regrading (4' to 6' deep)	LF	6.00
16	Asphalt Pavement Removal	SY	10.00
17	Asphalt Sidewalk Removal	SY	10.00
18	Concrete Removal (0" to 6" thick)	SY	10.00
19	Curb & Gutter Removal	LF	10.00
20	Curb Removal for Handicap Ramp Construct	LF	10.00
21	Unclassified Excavation w/ Hauloff	CY	12.00
22	Installation of 4" thick Concrete Sidewalk	SY	27.50
23	Installation of 5" thick Concrete Sidewalk	SY	28.50
24	Installation of 6" thick Concrete Sidewalk	SY	32.00
25	Installation of County Standard Curb & Gutter	LF	14.00
26	Installation of Type "F" Curb (DOT)	LF	16.00
27	Installation of City Standard Header Curb	LF	14.00
28	Asphalt Repair, (Type S-1 & Type 3)	SY	28.50
29	Rework Existing Limerock Prime & Seal	SY	9.00
30	Fill A-3 Sand or Better	CY	12.00
31	Limerock 12"	SY	26.00
32	Flowable Fill	CY	100.00
33	Flowable Fill (High Early)	CY	154.00
34	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	1000.00
35	Type C Inlet, 0' to 4' Depth (D-207)	EA	1000.00
36	Type C Inlet, > 4' to 6' Depth (D-207)	EA	1100.00
37	Type C Inlet Pour-In-Place Wings	EA	400.00
38	Type E Inlet, 0' to 4' Dept (D-208)	EA	1000.00
39	Type J-1 B Manhole/Inlet, 0" to 4' Depth (D-201)	EA	1000.00
40	Type J-1 B Manhole/Inlet, > 4' to 6' Depth (D-201)	EA	1250.00
41	Type J-2 Manhole 4x5, 0" to 4' Depth (D-202)	EA	1000.00
42	Type J-2 Manhole 4x5, > 4' to 6' Depth (D-202)	EA	1250.00
43	DOT P-5 Storm Inlet	EA	1500.00

Item #	Item Description	Unit of Measure	Price per Item
44	Pipe, PVC, Sch 40, 4" Drain	LF	4.34
45	12" DR 18	LF	31.14
46	15" RCP, 0" to 6' Depth Class III	LF	21.25
47	18" RCP, 0" to 6' Depth, Class III	LF	29.00
48	24" RCP, 0" to 6' Depth, Class III	LF	46.38
49	30" RCP, 0" to 6' Depth Class III	LF	67.75
50	36" RCP, 0" to 6' Depth Class III	LF	95.75
51	42" RCP, Class III	LF	123.50
52	48" RCP, Class III	LF	144.37
53	12"x18" ERCP, 0" to 6' Depth Class III	LF	26.25
54	14"x23" ERCP, 0" to 6' Class III	LF	37.50
55	19"x30" ERCP, 0" to 6' Class III	LF	49.50
56	24"x38" ERCP, 0" to 6' Class III	LF	75.50
57	29"x45" ERCP, 0" to 6' Class III	LF	98.50
58	38"x60" ERCP, Class III	LF	127.50
59	58"x91" ERCP, Class III	LF	277.00
60	Precast End Wall (15"/12x18" Pipe) (D-408)	EA	750.00
61	Precast End Wall (18"/14x23" Pipe) (D-408)	EA	800.00
62	Precast End Wall (24"/19x30" Pipe) (D-408)	EA	850.00
63	Precast End Wall (30"/24x38" Pipe) (D-408)	EA	900.00
64	Precast End Wall (36"/29x45" Pipe) (D-408)	EA	950.00
65	48" Headwall	CY	550.00
66	54" to 60" Straight End Walls	CY	550.00
67	42" to 48" Straight End Walls	CY	550.00
68	MES for 15" or CMPDW Culvert (D-429)	EA	450.00
69	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	450.00
70	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	550.00
71	FDOT MES for 15/18" RCP/CMP (Index 272)	EA	550.00
72	FDOT MES for 24" RCP/CMP (Index 272)	EA	650.00
73	FDOT MES for 36" RCP/CMP (Index 272)	EA	750.00
74	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	5.00
75	Floating Tribidity Barrier	LF	20.00
76	Erosion Control - Hay/Bales	EA	10.00
77	Erosion Control - Silt Barrier/Fabric	LF	5.00
78	Grassing - Sod	SY	6.00
79	Grassing - Seed & Mulch	SY	1.00
80	Fence Relocation	LF	5.00
81	Installation of New 6' Chain Link Fence	LF	22.50
82	Bush Relocation (Due to location of work area)	EA	1.00
83	Sign Relocation	EA	1.00
84	Mailbox Relocation (Using existing post)	EA	1.00
85	MOT PO up to 5,000	LS	400.00
86	MOT PO 5,000 - 10,000	LS	500.00
87	MOT PO 10,000 - 15,000	LS	600.00
88	MOT PO 15,000 - 20,000	LS	700.00
89	MOT PO 20,000 - 25,000	LS	800.00
90	Valve Box Adjustment	EA	1.00
91	Trench Drain (5" SW)	EA	400.00
92	12"x12" Precast Trench	LF	135.00
93	24"x24" Precast Trench	LF	225.00
94	Aluminum Handrail for Trench Drain	LF	55.00
95	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	50.00

Item #	Item Description	Unit of Measure	Price per Item
96	Saw Cut Existing Concrete Str for 24" Pipe Tie-In	EA	100.00
97	Saw Cut Existing Concrete Str for 36" Pipe Tie-In	EA	100.00
98	Saw Cut Existing Concrete Str for 48" Pipe Tie-In	EA	100.00
99	Irrigation Pipe, 1/2" Sch 40 PVC	LF	1.50
100	Irrigation Pipe, 3/4" Sch 40 PVC	LF	2.00
101	Sprinkler Head Relocation	EA	15.00
102	6" Underdrain w/ 2"x2" Rockbed	LF	22.50
103	Aluminum Handrail (Non-Picket)	LF	55.00
104	Aluminum Handrail (Picket)	LF	65.00
105	Stripe Removal (12")	SF	5.00
106	White/Yellow Striping (6")	LF	5.00
107	Stripe Removal (6")	LF	5.00
108	White Safety Walk Striping (12")	LF	7.50
109	24" Striping (White)	LF	10.00
110	Stripe Removal (24")	LF	5.00
111	Concrete Ditch Pavement, NR, 4"	SY	45.00
112	Concrete Flumes	SY	32.00
113	Handicap Ramps	EA	200.00
114	Guardrail - Safety Contractors	LF	40.00
115	Picture Frame Finish for Driveway	SY	36.00
116	Rock Salt Finish for Driveway	SY	36.00
117	6' Concrete Driveway	SY	32.00
118	57 Stone	TN	60.00
119	Removal of Unsuitable Materials	CY	10.00
120	Spec Inlet Boxes S-2 & S-3a	CY	500.00
121	1" S-3 Asphalt	SY	17.40
122	1 1/2" S-1 Asphalt	SY	19.30
123	10'x5' Box Culvert	CY	500.00
124	10'x3' Box Culvert	CY	500.00
125	3'x4' / 4'x3' Box Culvert	CY	500.00
126	4'x5' Box Culvert	CY	500.00
127	Sprinkler Head Installation	EA	15.00
128	24" Retaining Wall 4"x12"	LF	27.50
129	Reinforcing Steel	LB	1.00
130	Rip Rap	SY	30.00

Total Unit Price Bid: \$ 33,722.33

** The Total Unit Price bid value must be inserted on the Official County Bid Form on p. 14 of this Document. Values entered on this price list shall be per the unit of measure stated in the table.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/31/2013

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: Cecil W. Powell & Co. P.O. Drawer 41490, 219 Newnan St., Jacksonville, FL 32203-1490. CONTACT NAME: Dora Paratore, AAI, CMCS. PHONE: 904.353.3181, FAX: 904.353.5722, EMAIL: dparatore@cpowellins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Trust Insurance Co (20141), INSURER B: Bridgefield Employers Ins Co (10701), INSURER C: FCCI Commercial Insurance Co (33472).

COVERAGES CERTIFICATE NUMBER: 4/1/13 MASTER 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSURER, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Workers Compensation, and Leased/Rented Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) St. Johns County, a political subdivision of the State of Florida is Additional Insured on the General Liability and Automobile Policies per the attached endorsements. 30 Days notice of cancellation apply.

CERTIFICATE HOLDER: St. Johns County, 500 San Sebastian View, St., Augustine, FL 32084. 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: Fitzhugh K. Powell Jr AAI CRIS/DAP.



August 27, 2013

Bid No.13-65

Mr. Jaime Locklear, CPPB Contract Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Subject: Bid Number 13-65 Countywide Drainage and Sidewalk Construction

Enclosed for your review and distribution are one original and two copies of the bid forms for the above referenced project. Constantine Constructors Inc. (CCI) is an established firm with over five (5) years of construction experience. CCI has completed several projects similar to the ones contemplated by St. Johns County Public Works Department. CCI prides itself in providing high quality service in a timely and cost competitive manner. Our references speak for themselves and we invite you to call Mr. Jeff Oglesby, construction manager of Okaloosa County at 850-651-7285 to obtain a reference on our behalf.

Also, as required in the bid documents, our proposed subcontractors and major material suppliers are as follows:

- Cemex
- Traffic Control Contractors Inc.
- Universal Engineering Sciences
- Everest Constructors Inc.

Bids and/or proposals from the subcontractors and major material suppliers are attached. Please call me at 850.244.5800 if you have any questions or comments.

Sincerely,
Constantine Constructors, Inc.

A handwritten signature in black ink, appearing to read "David Marshall", is written over the typed name.

David Marshall
Secretary

BID NO: 13-65

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Countywide Drainage & Sidewalk Construction

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

DATE SUBMITTED: August 28, 2013

BID PROPOSAL OF

Constantine Constructors, Inc	1988 Lewis Turner Blvd, Unit 3	Fort Walton Beach, FL 32547 850-244-5800
Full Legal Company Name	Address	Telephone Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 13-65: Countywide Drainage & Sidewalk Construction in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Countywide Drainage & Sidewalk Construction

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Total Unit Price Bid: \$ 51,857.15
Amount Written in Numerals

Fifty one thousand, eight hundred fifty seven 5/100 / 100 Dollars
Amount Written in Words

Each Bidder shall type or print legibly the Total Unit Price Bids in each designated space provided above. If there is a discrepancy between the amount written in numerals and the amount written in words, the amount written in words shall be considered as the Bidder's correct bid.

The County reserves the right to award multiple vendors based on unit prices submitted.

**Note: The "Total Unit Price Bid" is defined as the cumulative price for adding together all unit prices on Exhibit "A" - Unit Price List.

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

No.: 1 Date Received: August 19, 2013

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 Bid Documents and Project Specifications.

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, 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 the Owner, within the same time limit specified in the Bid Documents 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 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%) of five hundred thousand dollars (\$500,000.00), 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 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 upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Constantine Constructors, Inc. (Seal)

Authorized Representatives:

By: 

David G. Marshall, Secretary
(Name & Title typed or printed)

By: _____

(Name & Title typed or printed)

Address: 1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547

Telephone No.: (850) 244-5800

Fax No.: (850) 862-5808

Email Address for Authorized Representative: dmarshall@tcgeng.com

Email Address for Authorized Representative: _____

Federal I.D. Tax Number: 20-8277164

DUNS #: 967966172

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - “A” - Affidavit
 - “B” – Certificate as to Corporate Principal
 - “C” – License/Certification List
 - “D” – Certificate of Compliance with Florida Trench Safety Act
 - “E” – Qualifications Statement
 - Exhibit “A” – Unit Price List
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “B”, “C”, “D”, “E”, Exhibit “A”, 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.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 8, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 13-65; Countywide Drainage & Sidewalk Construction

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

- 1. Can you please provide the current contract unit pricing? Answer: Yes, please see attached Unit Price List. Please be advised that the unit price list for the current contract (08-85) is not reflective of the Unit Price List under this bid. The new unit price list has been revised based on usage throughout the past five years.
2. Has the current contractor been under contract for the past five years? Answer: Yes, the current vendor was awarded the contract in 2008. The Contract term was for one (1) initial year, with four (4) available one year extensions.

Clarifications:

Attached, please find the Bid Bond Form, as referenced in the Bid Documents. Bid Security may be submitted on this form, as directed on p. 6-7 of the Bid Documents, or in the form of a cashier's check.

THE BID DUE DATE REMAINS: Wednesday, August 28, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

[Handwritten Signature] 8/19/2013
Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

DAVID G. MARSHALL / Secretary
Printed Name and Title

Constantine Construction, Inc
Company Name (Print)

END OF ADDENDUM #1



Valid from:
Valid to: 12/31/2013

Terms of Sale: 1% 15th prox, net 16th

Prepared for: CON STANTINE CONSTRUCTORS INC
Contact Name: DAVE MARSHALL
Phone:
Fax:
Address:
City, State, Zip:
email:

Sales Office: JACKSONVILLE / ST. AUGUSTINE
Sales Employee: BRIAN BUSSELL
Phone: (904) 505-1988 / (904) 880-4958
Fax: (904) 880-4959
Address: 14770 OLD ST AUGUSTINE RD
City, State, Zip: JACKSONVILLE, FL 32258
email: bbussell@cemexusa.com

Project: ST JOHNS COUNTY BID 13-65 DRAINAGE & SIDEWALKS
Address:
City, State, Zip:

THE PRICES STATED HEREIN ARE BASED ON THE ATTACHED STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT PRICE	UOM	EXTENDED PRICE
CONCRETE						
10	2500NS	FDOT,2500 PSI CLASS I, NON STRUCTURAL	1	\$80.00	YD3	\$80.00
20	3000SP	FDOT,3000 PSI CLASS 1, SPECIAL	1	\$82.00	YD3	\$82.00
30	3000P	RMS,3000 PSI P-ROCK PUMP MIX 2" PUMP	1	\$84.00	YD3	\$84.00
40	3000R	RMS,3000 PSI REGULAR	1	\$76.00	YD3	\$76.00
50	3500R	RMS,3500 PSI REGULAR	1	\$78.00	YD3	\$78.00
60	4000R	RMS,4000 PSI REGULAR	1	\$80.00	YD3	\$80.00
70	FABFORM	RMS,FABRIC FORM GROUT	1	\$92.00	YD3	\$92.00
80	FFEX	RMS,FLOWABLE FILL, EXCAVATABLE	1	\$78.00	YD3	\$78.00
90	FF	RMS,FLOWABLE FILL, NON EXCAVATABLE	1	\$78.00	YD3	\$78.00
CONCRETE ACCESSORIES						
100	1491754	ADA,ACCESS 24x36,CAST IN PLACE,REPLACEABLE,FEDERAL YE	1	\$72.47	EA	\$72.47
110	1501712	ADA,ACCESS 24x48,CAST IN PLACE,REPLACEABLE,FEDERAL YE	1	\$96.62	EA	\$96.62
120	1501713	ADA,ACCESS 24x60,CAST IN PLACE,REPLACEABLE,FEDERAL YE	1	\$120.78	EA	\$120.78
130	1001232	CHEM,CURING,WB,AQUAKURE WHITE,5 GAL (DISSIPATING)	1	\$63.08	PAI	\$63.08
140	1029470	FORMMAT,1/2X3 5/8X10,ASPHALT EXPANSION JOINT	1	\$0.30	FT	\$0.30
150	1002971	FORMMAT,1/2X6X10,ASPHALT EXPANSION JOINT	1	\$0.51	FT	\$0.51
160	1001314	POLY,6 MIL,20X100	1	\$86.08	ROL	\$86.08
170	1026546	WIRE MESH,6X6,10/10,(1.4/1.4),8X10FT,SHEET(80 SQFT)	1	\$13.00	SHEET	\$13.00
REBAR						
180	1300438	REBAR,#4, GRADE 60,20-0	1	\$6.32	PC	\$6.32
190	1164669	REBAR,#5, GRADE 60,20-0 PC	1	\$9.73	PC	\$9.73
200	1312801	REBAR,#6, GRADE 60,20-0 PC	1	\$14.02	PC	\$14.02
SERVICE CHARGES						
210	1247818	ADJUSTABLE FUEL SURCHARGE (ADJUSTED WEEKLY)	1	\$26.50	PC	\$26.50
220	1001368	MINIMUM LOAD CHARGE - CONCRETE < 3 CUBIC YARDS	1	\$250.00	PC	\$250.00
230	1559154	MINIMUM LOAD CHARGE - CONCRETE < 7 YARDS	1	\$150.00	EA	\$150.00
240	1001392	SERV,CHARGE,PLANT OPENING-NIGHTS & WEEKENDS	1	\$600.00	PC	\$600.00
250	1202749	SERV,ENVIRONMENTAL CHARGE PER LOAD	1	\$15.00	EA	\$15.00
ESCALATORS - EFFECTIVE 1 JAN 2014 & 1 JULY 2014						
260	BMESC	BUILDING MATERIALS ESCALATORS - 10%	1	\$0.00	EA	\$0.00
270	CONCESC	CONCRETE ESCALATORS	1	\$5.00	EA	\$5.00
280	REBESC	REBAR ESCALATORS - 10%	1	\$0.00	EA	\$0.00



Prepared for: CONSTANTINE CONSTRUCTORS INC

Project: ST JOHNS COUNTY BID 13-65 DRAINAGE & SIDEWALKS

Address:

City, State, Zip:

THE PRICES STATED HEREIN ARE BASED ON THE ATTACHED STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT

SALES TAX NOT INCLUDED

Accepted this _____ day of _____
upon Seller's attached Standard Terms and Conditions.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

TAX EXEMPT _____ **YES** _____ **NO**

STANDARD TERMS AND CONDITIONS

- PARTIES.** Buyer ("Buyer") acknowledges, understands and agrees that, by accepting this Quotation ("Quotation") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by CEMEX Construction Materials Florida, LLC and all of its divisions, subsidiaries, affiliates, proxies, assigns, associated or affiliated companies, corporations, partnerships, successors, and issuers ("Seller"). Buyer's Credit Application, if any, this Quotation including these Standard Terms and Conditions, and Seller's order confirmation if any, shall form the sole agreement ("Agreement") under which Buyer shall purchase goods, materials and services ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.
- APPLICABILITY.** This Agreement is made between Buyer and Seller. All the terms and conditions here in are intended to and shall apply to all purchases of the Materials set forth in this Quotation.
- BUYER REPRESENTATIONS.** Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached, either as part of this Agreement or previously provided with Buyer's Credit Application, if any, accurately reflects the current financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained herein is material and given to induce me Seller to provide credit.
- TECHNICAL ASSISTANCE.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
- LIMITED WARRANTY AND LIABILITY DISCLAIMER.** Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in this Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in this Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerance and classification. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to repair or to replace any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR FITNESS FOR USE.** Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.
- CLAIMS.** Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claim shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.
- LIMITATION OF LIABILITY.** Seller's liability on any claim for loss or damage arising out of the applying of any Materials to Buyer or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.
- INDEMNIFICATION BY BUYER.** To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.
- DELIVERY AND INDEMNIFICATION.** Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curb side or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access until such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (1) postpone further deliveries or shipments until such default is remedied, or (2) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.
- DELIVERY SITE CONDITIONS.** Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unfeasible or unsafe. Buyer shall be responsible for all costs and damages incurred when, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.
- SURCHARGES.** Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.
- DELAYS.** If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquakes or other acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockout or other labor disturbances, shortages or allocation of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.
- QUANTITIES.** The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.
- MEASUREMENT OF QUANTITIES.** Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck or rail scales at the respective Seller facility. In the event that shipment is made by rail, then such measurement shall be based on the average capacity of the rail cars as agreed in writing by the parties or the weight shown on the invoice by Seller.
- CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE.** Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.
- CREDIT.** Should Buyer's account be opened and approved with a credit account, this amount, as amended from time to time, applies to the total purchases and cannot be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantor, owner, or owners of Buyer, and Buyer, guarantor and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

STANDARD TERMS AND CONDITIONS

17. **PAYMENT.** Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the less or of eighteen percent (18%) per annum or the maximum rate permitted by law, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due by the 15th day of the month following invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.
18. **OFFSET AND/OR SETOFF.** Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.
19. **PAYABLE ACCOUNTS.** Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unworkable to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement; and/or (3) such other assurances as Seller shall deem necessary to adequately secure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorney's fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.
20. **TAXES.** In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.
21. **TITLE & RISK OF LOSS.** Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.
22. **INSURANCE.** To the extent required by law, Seller will procure insurance coverage for its risk and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.
23. **MODIFICATION OF TERMS.** No employee or agent of Seller has the authority to make any statement, including rewording or modifying or otherwise concerning the existence or effect of any of these Standard Terms and Conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of us with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or Regional Manager and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.
24. **ASSIGNMENT.** Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
25. **NOTICE.** Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the Seller office set forth on this Quotation, with a copy to Seller c/o Finler Materials, P. O. Box 24636, West Palm Beach, FL 33416-4636.
26. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.
27. **VENUE AND CHOICE OF LAW.** The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
28. **ENTIRE AGREEMENT.** This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supercedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.
29. **WAIVER.** Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default or remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives protest, demand, protest and notice of dishonor as to any instrument.
30. **MISCELLANEOUS.** Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at anytime by fax to any fax number provided by Buyer, other electronic means or otherwise.
31. **QUOTATION, SPECIAL TERMS AND CONDITIONS.**
A. PRICES. Prices of the Materials quoted are (1) subject to material availability at the time of delivery; (2) shall remain firm until the date set forth on the first page of this Quotation or, if no such date is given, for a period of thirty (30) days after the date of the Quotation; thereafter, prices are subject to change by Seller; and (3) do not include Saturday, Sunday, holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted, are available only to the Buyer specifically named herein, are for a standard mix design, if applicable, and are only for the quantities stated herein. Seller specifically reserves the right to adjust the prices quoted herein, at any time, in case of a price increase to Seller by Seller's suppliers.
- B. ADDITIONAL CHARGES.** Prices quoted do not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, water (hot or chilled), ice and stand-by, waiting time and delivery charges or charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into this Quotation by reference as if fully set forth herein.
- C. TESTS.** Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the Materials sold under this Agreement. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.
- D. DELIVERY DATE.** In the absence of a specific delivery date on this Quotation, Seller will commence delivery of the Materials on a date and at a rate mutually agreed upon by both Seller and Buyer.
- E. ACCEPTANCE.** If Buyer does not accept this Quotation by an authorized signature on the Quotation form during the time period set forth in Section A above and Seller ships such Materials upon Buyer's request, whether written or verbal, then Buyer's acceptance of such Materials shall operate as an acceptance of the prices and the Standard and Special Terms and Conditions stated herein.
- F. PRICE INCREASES.** Seller reserves the right to (i) increase prices on any quote or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.

Traffic Control Products of Florida, Inc.

TAMPA
Office
5514 CARMACK RD.
TAMPA, FL.
33610-9416
813-621-8484
813-621-4611 FAX
estimate@trafficcontrolproducts.org

ORLANDO
Office
249 1/2 A N. IVEY LN
ORLANDO, FL.
32811
407-521-6777
407-521-6592 FAX

FORT MYERS
Office
4020 Edison Ave.
FORT MYERS, FL.
33916
239-334-2525
239-334-8889 Fax

GAINESVILLE
Office
2620-B NW 74th.
PI.
GAINESVILLE, FL.
32601
352-372-7088
352-372-7208 Fax

Handrail FDOT Alum/Galv.
Temp. Crash Cushion
Temp. Conc. Barrier Wall
Temporary Traffic Separator
Portable Signals
Signalization
Lighting
Electrical

Barricades/Cones
Signs/Sign Manufacturing
Permanent Sign Installation
Arrowboard
Light Tower
Portable Changeable Message Sign
Truck Mounted Attenuator
Striping- Paint & Thermoplastic/Removal
Pavement Markers, Epoxy & Stencils

Contractor:

Aug 27, 2013

Project: **Countywide Drainage & Sidewalk Construction St. Johns Co.**

Pg 1/1

Do not separate items on this page. This quote and all messages below become part of the contract if Traffic Control Products of FL, Inc. is utilized. If there are any questions, please call.

Temp. Maintenance of Traffic (MOT) Devices /Striping & Marking/ Handrail/ Quote

Item	DESCRIPTION of WORK	# of Units	Price per Unit	AMOUNT
94	Aluminum Handrail for Trench Drain <u>Guide Rail Only</u> Index 870	-	\$62.00 LF	
103	Aluminum Handrail (Non-Picket) Index 870	-	\$62.00 LF	
104	Aluminum Handrail (Picket) Type I 42"	-	\$146.00 LF	
105	Stripe Removal 12", via Grinding	-	\$12.00 SF	
106	Thermoplastic Std. White/Yellow Solid 8"	-	\$7.00 LF	
107	Stripe Removal 6", via Grinding	-	\$6.00 LF	
108	Thermoplastic Std. White Safety Walk Solid 12"	-	\$9.00 LF	
109	Thermoplastic Std. White Solid 24"	-	\$15.00 LF	
110	Stripe Removal 24", via Grinding	-	\$12.00 LF	

Contractors Note Please use the following Unit Prices for Items not on the Bid List:

1. Temp/Perm Paint Crew Minimum Mobilization \$950.00
2. Furnish & Install Painted Pvt. Markings Standard White Solid 6" @ \$2.00 LF.
3. Furnish & Install Painted Pvt. Markings Standard White Solid 12" @ \$2.50 LF.
4. Furnish & Install Painted Pvt. Markings Standard White Solid 24" @ \$5.00 LF.

If Temp. Maint. of Traffic Devices are required, the following Unit Prices for Devices are as follows:

Work Zone Signs - Stands	-	\$0.46	ED	
Barricades Type II	-	\$0.26	ED	
High Intensity Type "B" Lights	-	\$0.40	ED	
Arrowboard	-	\$12.00	ED	
Portable Changeable Message Sign (PCMS)	-	\$19.00	ED	
Mobilization/ Delivery	-	\$60.00	EA	

CONTRACTOR PLEASE NOTE: ADD \$44.00 EA FOR POST MOUNTED SIGNS Assembly

MAINTENANCE OF TRAFFIC-Prices are F.O.B. jobsite Contractor to furnish sandbags for barricades and security locks for arrowboards, variable message boards, MAS, and light towers. Contractor responsible for placement and daily relocation of temporary maintenance of traffic devices. As a subcontractor or supplier, Traffic Control Products of FL, Inc. does not assume the role or liability of Worksite Traffic Supervisor as defined by sub-articles 102-3.2 and 105-8.3 of the FDOT Standard Specifications for Road & Bridge Construction. Contractor is responsible for coring asphalt or concrete for temporary advance warning signs. Wall mounting temporary work zone signs per FDOT Index 11871 is not included. TCP will offer this installation method at an additional price if needed.

STRIPING/MARKING-The area to be striped will be cleaned prior to Traffic Control Product's arrival. *Maintenance of Traffic will be supplied by the contractor for temporary and permanent striping.* This quotation includes mobilization(s). Each additional mobilization will be \$ 950.00. Work other than the above listed items will not be performed until proper agreement is established between Traffic Control Products and Contractor. Traffic Control Products will need seven(7) working days advance notice for temporary striping and two(2) weeks minimum advance notice for any permanent striping on this project. Traffic Control Products of FL, Inc. needs a minimum of 14 days to complete the project.

HANDRAIL -Prices are F.O.B. the jobsite. Prices include installation. Contractor will be responsible for providing station marker locations for permanent sign installation. Contractor to provide maintenance of traffic for installation work. Traffic Control Products requires a minimum of fourteen(14) days advance notice and fourteen (14) working days to complete the project.

If a bond is required it can be furnished for an additional 1%. Sales Taxes on materials for this project are paid by Traffic Control Products of FL, Inc. by Florida statutes. Prices are good for 60 days.

Tom Wasielewski/ Lynn Richards (Striping Mgr.) TCP ESTIMATORS



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Construction Materials Testing • Threshold Inspection • Plan Review
Private Provider/Building Inspection • Geophysical Services

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Leesburg
- Miami
- Ocala
- Orange City
- Orlando
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Augustine
- Tampa
- West Palm Beach

August 22, 2013

Constantine Engineering
Mr. David Marshall
2004 Lewis Turner Blvd. Suite B
Fort Walton Beach, FL 32547

Reference: Construction Materials Testing
Countywide Drainage and Sidewalks
UES Proposal No.: 2013J-446

Dear Mr. Marshall:

Universal Engineering Sciences, Inc. (Universal) is pleased to provide this fee schedule proposal for Construction Materials Testing services at the above-referenced contract. We are confident that our experience, quality of service, professional attitude and proximity to the site will be of value throughout the project. We appreciate the opportunity to provide you with this proposal.

The purpose of testing services is to evaluate whether components meet quality requirements in accordance with the project requirements for the project. We feel the best approach to this project is to provide a senior engineering technician(s) as needed for observation and testing of the materials used in the construction of this project. Those activities will include but are not limited to:

- Earthwork testing for foundations and pavement
- Concrete compressive strength testing
- Structural steel inspections

We will provide copies of test results and observations to you, City Building Officials, and other parties you designate. A Professional Engineer registered in Florida will review and sign these reports. Final reports will be provided on a monthly basis. Field copies are available daily for review.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please feel free to call if you have questions or would like to discuss this proposal.

Respectfully submitted,

Universal Engineering Sciences,

Valinda Krynicki
Business Development Representative

UNIVERSAL ENGINEERING SCIENCES, INC.
Construction Materials Testing & Inspection Services

2013 Fee Schedule
 Countywide Drainage and Sidewalks
 UES Proposal Number 2013J- 446

SOIL AND EARTHWORK

In-place Density Test, Soil or Limerock (4 tests minimum per trip), each.....	\$ 17.00
Limerock Thickness Check in Conjunction with Density Test, each.....	\$ 5.00
Laboratory Proctor Compaction Test (ASTM D 698 or D 1557), each.....	\$ 75.00
LBR Test.....	\$ 225.00
Gradation Test.....	\$ 45.00
Sample Pickup (proctors, LBRs, etc., if separate trip required).....	\$ 45.00
-200 Wash.....	\$ 15.00

CONCRETE AND ASPHALT

Concrete Sampling (Including Sampling up to 4 Cylinders, Storage at UES Laboratory and Testing), per set.....	\$ 85.00
For Slump, each.....	\$ 10.00
For Air Content Test or Unit Weight Test, each.....	\$ 20.00
Compressive Strength Test of Cylinders FOB Laboratory.....	\$ 15.00
One Man Equipment for Concrete Flat Work or Asphalt Coring, per hour.....	\$ 70.00
Mobilization of Concrete / Asphalt Coring Equipment, each.....	\$ 110.00
Extraction and Gradation Test of Asphalt, each.....	\$ 195.00
Density and Thickness of Asphalt Core, each.....	\$ 30.00
Sample Pickup (contractor made cyls., bulk asphalt samples, etc., if separate trip required).....	\$ 35.00

STRUCTURAL STEEL

Visual Weld and Bolt Torque Inspection (Minimum 4 hours per trip), per hour.....	\$55.00
Ultrasonic Testing (Minimum 4 hours per trip), per hour.....	Quoted per job
Magnetic Particle Testing (Minimum 4 hour per trip) per hour.....	Quoted per job
Liquid Dye Penetrant Testing (Minimum 4 hours per trip), per hour.....	Quoted per job

GEOTECHNICAL / MATERIAL ENGINEERING & TESTING SERVICES

Engineering Consulting Geotechnical Services, Site Visits, Reporting, Review, P.E. Seal	
Senior Engineering Technician, per hour (3 hours minimum per trip).....	\$ 45.00
Staff Engineer, E.I., per hour.....	\$ 80.00
Project Engineer, P.E., per hour.....	\$ 100.00
Senior Engineer / Project Manager, per hour.....	\$ 125.00

BASIS OF COST AND STANDBY TIME

The field testing rates are based on standby time at job site, after arrival, of 15 minutes of less. Standby time in excess of 15 minutes at the job site will be invoiced at \$ 45.00/ hour, computed to the nearest ¼ hour. Test performed, on weekends and holidays, prior to 7am or after 5pm, will be invoiced at listed rates multiplied by 1.5.

Additional Notes:

UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.

Professional consultations and meetings will be invoiced at our standard unit rates.

Cancellation without notice and standby time will be invoiced at our standard unit rates.

All laboratory pricing is FOB Jacksonville Laboratory. There will be an additional charge of \$45.00 for trips made to the job site for the sole purpose of picking up samples.

FOR OTHER SERVICES, PLEASE CONTACT

Valinda Krynicki
 386-527-1462

UNIVERSAL ENGINEERING SCIENCES, INC.

WORK AUTHORIZATION/ PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Countywide Drainage and Sidewalks

PROJECT LOCATION: St Johns County, FL

CLIENT NAME: Constantine Engineering **Date:** August 22, 2013
Mr. David Marshall **Phone#** 850.244.5800

CLIENT ADDRESS: 2004 Lewis Turner Blvd. Suite B **Fax No.** 850-862-5808
Fort Walton Beach, FL 32547 **Email:** DMarshall@tcgeng.com

I. As Shown UES Proposal No. 2013J- 446 (attached)

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
- B. UES Proposal Dated: 8/22/2013
- C. Plans, reports, specifications, and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: _____

In the event of any inconsistency or conflict among the Contract Documents, the provisions in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed to another client than listed above please provide the information for that client in the fields listed below:

Firm: _____ Social Security Number or Federal Identification Number: _____

Address: _____

Attention : _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CLIENT: _____ **UNIVERSAL ENGINEERING SCIENCES, INC.**

BY (Signature): _____ BY (Signature): Valinda Krynicki

TYPED NAME: _____ TYPED NAME: Valinda Krynicki

TITLE: _____ TITLE: Business Development Representative

DATE: _____ DATE: August 22, 2013

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257
TELEPHONE: 904-296-0757 / FAX: 904-296-0748

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400,000, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Everest Constructors Inc.

6422 Green Myrtle Drive
Jacksonville FL 32258
P: 904-626-0311
F: 904-886-9869

August 18, 2013

Constantine Constructors Inc.
Mr. Dave Marshall,
1988 Lewis Turner Blvd, Unit 3
Fort Walton Beach, FL 32547

Reference: Countrywide Sidewalk and Drainage Construction

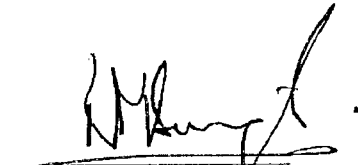
Dear Mr. Marshall,

Everest Construction Inc., is pleased to provide you with a proposal for construction labor for the above contract at the hourly rate of \$25.

We are confident, that our competitive pricing, proximity to site, local experience and professional attitude will be of tremendous value to your company during this project.

We thank you for the opportunity and look forward to working with you in the near future.

Sincerely,



Rajiv M. Singh
Vice President

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 David G. Marshall who being duly sworn, deposes and says he is Secretary Title) of the firm of Constantine Constructors, Inc., Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-65, Countywide Drainage & Sidewalk Construction, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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.

Sworn and subscribed to me this 27 day

Constantine Constructors, Inc.
(Bidder)

of August , 2013.

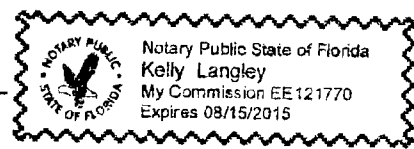
By: David G. Marshall

Notary Public:

Secretary

Kelly Langley
Signature

Kelly Langley
Printed



My commission Expires: August 15, 2015

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

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, David G. Marshall, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that KARTIK YAITH who signed the said bond on behalf of the Principal, was then EXECUTIVE VICE 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 it's governing body.



Secretary

Corporate Seal

(State of Alabama,
County of Jefferson)

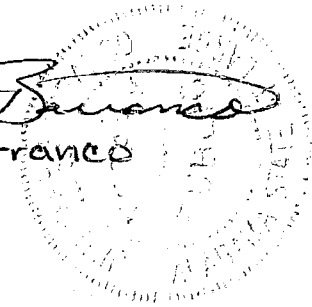
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Jeffrey W. Cutshall to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the The Guarantee Company of North America USA and that he has been authorized by The Guarantee Company of North America USA 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 28th day of August, 2013, A.D.

NOTARY PUBLIC
State of Alabama at Large


Jennifer Barranco

My Commission Expires: 1/18/2015



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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MARSHALL, DAVID G
CONSTANTINE CONSTRUCTORS, INC.
1988 LEWIS TURNER BOULEVARD UNIT 3
FORT WALTON BEACH FL 32547

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 6283549
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1514980 08/20/12 128046282
CERTIFIED GENERAL CONTRACTOR
MARSHALL, DAVID G
CONSTANTINE CONSTRUCTORS, INC.
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12082002096

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#6283549

STATE OF FLORIDA

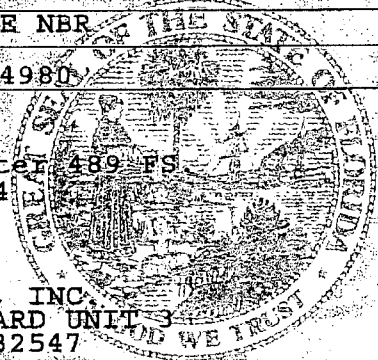
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082002096

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/20/2012, 128046282, CGC1514980

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

MARSHALL, DAVID G
CONSTANTINE CONSTRUCTORS, INC.
1988 LEWIS TURNER BOULEVARD UNIT 3
FORT WALTON BEACH FL 32547



RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6463373

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12101601387

DATE	BATCH NUMBER	LICENSE NBR
10/16/2012	110442841	CGC1520982

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2014

MARSHALL, DAVID G
 CCI-USA, JV
 1988 LEWIS TURNER BOULEVARD UNIT 3
 FORT WALTON BEACH FL 32547

RICK SCOTT
 GOVERNOR

KEN LAWSON
 SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF ALABAMA

BID LIMIT: D

LICENSE NO.: 47487

AMOUNT: 1,000,000.00

TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CONSTANTINE CONSTRUCTORS INC

FORT WALTON BEACH, FL 32547

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

ADM: NEW ADMINISTRATIVE, BC: BUILDING CONSTRUCTION, MU: MUNICIPAL AND UTILITY

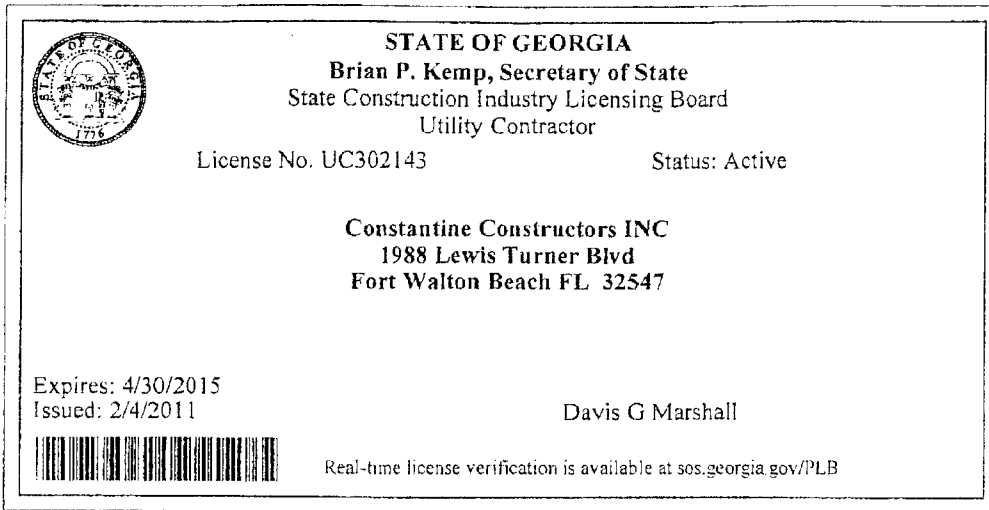
until **October 31, 2013** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of **October, 2012**
SECRETARY-TREASURER

CHAIRMAN

86019



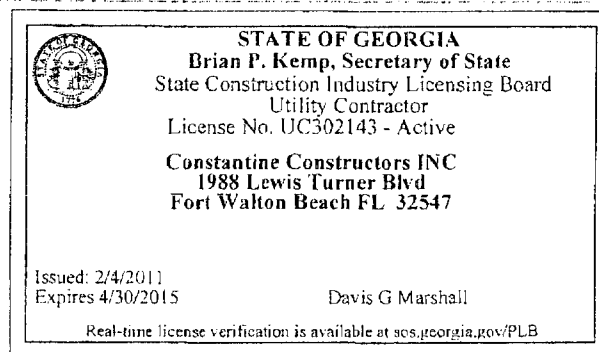
The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

Or visit us online at:
<http://www.sos.ga.gov/plb/>



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 Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Unit Price Bid 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.

Authorized Bidder Representative:

<u><i>KLM</i></u>	<u><i>8/27/2013</i></u>
Signature	Date
<u><i>DAVID G. MANUEL II / SECRETARY</i></u>	
Name & Title of Representative	

ATTACHMENT "E"
QUALIFICATIONS STATEMENT

I, DAVID G. MAUSWELL / SECRETARY hereby certify that Construction Constructors, Inc
(Authorized Company Representative Name & Title) (Full Legal Company Name)
has performed, is licensed in the State of Florida as a Certified General Contractor (CGC), a Certified Building Contractor (CBC), or a Certified Underground Utility Contractor and has been in business for at least five (5) years. I also certify that the above named company is capable of bonding any Task Order in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:


<u></u>	<u>8/27/2013</u>
Signature	Date
<u>DAVID G. MAUSWELL / SECRETARY</u>	
Name & Title of Representative	

EXHIBIT "A"
UNIT PRICE LIST

The following Unit Prices, if approved by the Owner shall be used for the purposes of developing pricing proposals for Task Orders and Change Orders issued under this contract. Unit Prices shall include all labor, materials, equipment, mobilization, transportation, supervision, insurance costs, bond costs, taxes, fees, and overhead and profit that the Contractor will incur by performing the required work.

Item #	Item Description	Unit of Measure	Price per Item
1	Pipe Removal (12" to 15")	LF	\$12.47
2	Pipe Removal (18" to 24")	LF	\$17.18
3	Pipe Removal (30" to 36")	LF	\$20.05
4	Pipe Removal (42" to 48")	LF	\$28.53
5	Pipe Removal (≥ 56")	LF	\$56.66
6	Headwall Removal	EA	\$552.00
7	Special Headwall Removal	EA	\$2,625.00
8	Inlet Structure Removal	EA	\$210.00
9	Clearing & Grubbing	ACRE	\$5,000.00
10	Roadway Shoulder Regrading (2' to 4' wide)	LF	\$1.78
11	Roadway Shoulder Regrading (4' to 6' wide)	LF	\$2.69
12	Roadway Shoulder Regrading (≥ 6' wide)	LF	\$4.49
13	Ditch Regrading (0' to 2' deep)	LF	\$4.60
14	Ditch Regrading (2' to 4' deep)	LF	\$6.30
15	Ditch Regrading (4' to 6' deep)	LF	\$9.20
16	Asphalt Pavement Removal	SY	\$7.33
17	Asphalt Sidewalk Removal	SY	\$7.33
18	Concrete Removal (0" to 6" thick)	SY	\$20.83
19	Curb & Gutter Removal	LF	\$9.55
20	Curb Removal for Handicap Ramp Construct	LF	\$9.55
21	Unclassified Excavation w/ Hauloff	CY	\$7.63
22	Installation of 4" thick Concrete Sidewalk	SY	\$27.50
23	Installation of 5" thick Concrete Sidewalk	SY	\$29.89
24	Installation of 6" thick Concrete Sidewalk	SY	\$32.28
25	Installation of County Standard Curb & Gutter	LF	\$19.64
26	Installation of Type "F" Curb (DOT)	LF	\$19.64
27	Installation of City Standard Header Curb	LF	\$16.80
28	Asphalt Repair, (Type S-1 & Type 3)	SY	\$25.00
29	Rework Existing Limerock Prime & Seal	SY	\$5.80
30	Fill A-3 Sand or Better	CY	\$63.05
31	Limerock 12"	SY	\$27.40
32	Flowable Fill	CY	\$85.59
33	Flowable Fill (High Early)	CY	\$94.15
34	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$885.24
35	Type C Inlet, 0' to 4' Depth (D-207)	EA	\$1,033.24
36	Type C Inlet, > 4' to 6' Depth (D-207)	EA	\$1,136.56
37	Type C Inlet Pour-In-Place Wings	EA	\$2,200.00
38	Type E Inlet, 0' to 4' Dept (D-208)	EA	\$1,268.00
39	Type J-1 B Manhole/Inlet, 0" to 4' Depth (D-201)	EA	\$1,113.00
40	Type J-1 B Manhole/Inlet, > 4' to 6' Depth (D-201)	EA	\$1,136.00
41	Type J-2 Manhole 4x5, 0" to 4' Depth (D-202)	EA	\$1,568.00
42	Type J-2 Manhole 4x5, > 4' to 6' Depth (D-202)	EA	\$1,765.00
43	DOT P-5 Storm Inlet	EA	\$2,228.00

Item #	Item Description	Unit of Measure	Price per Item
44	Pipe, PVC, Sch 40, 4" Drain	LF	\$10.10
45	12" DR 18	LF	\$30.21
46	15" RCP, 0' to 6' Depth Class III	LF	\$27.89
47	18" RCP, 0" to 6' Depth, Class III	LF	\$36.97
48	24" RCP, 0" to 6' Depth, Class III	LF	\$53.72
49	30" RCP, 0" to 6' Depth Class III	LF	\$81.16
50	36" RCP, 0" to 6' Depth Class III	LF	\$108.63
51	42" RCP, Class III	LF	\$137.53
52	48" RCP, Class III	LF	\$169.22
53	12"x18" ERCP, 0" to 6' Depth Class III	LF	\$39.00
54	14"x23" ERCP, 0" to 6' Class III	LF	\$48.00
55	19"x30" ERCP, 0" to 6' Class III	LF	\$78.00
56	24"x38" ERCP, 0" to 6' Class III	LF	\$106.00
57	29"x45" ERCP, 0" to 6' Class III	LF	\$146.67
58	38"x60" ERCP, Class III	LF	\$204.75
59	58"x91" ERCP, Class III	LF	\$472.50
60	Precast End Wall (15"/12x18" Pipe) (D-408)	EA	\$1,612.00
61	Precast End Wall (18"/14x23" Pipe) (D-408)	EA	\$1,830.62
62	Precast End Wall (24"/19x30" Pipe) (D-408)	EA	\$2,246.87
63	Precast End Wall (30"/24x38" Pipe) (D-408)	EA	\$2,392.22
64	Precast End Wall (36"/29x45" Pipe) (D-408)	EA	\$2,484.72
65	48" Headwall	CY	\$475.00
66	54" to 60" Straight End Walls	CY	\$475.00
67	42" to 48" Straight End Walls	CY	\$475.00
68	MES for 15" or CMPDW Culvert (D-429)	EA	\$525.00
69	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	\$725.00
70	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	\$725.00
71	FDOT MES for 15/18" RCP/CMP (Index 272)	EA	\$725.00
72	FDOT MES for 24" RCP/CMP (Index 272)	EA	\$825.00
73	FDOT MES for 36" RCP/CMP (Index 272)	EA	\$1,325.00
74	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$13.36
75	Floating Tribidity Barrier	LF	\$21.00
76	Erosion Control – Hay Bales	EA	\$7.35
77	Erosion Control – Silt Barrier/Fabric	LF	\$3.00
78	Grassing – Sod	SY	\$6.00
79	Grassing – Seed & Mulch	SY	\$1.06
80	Fence Relocation	LF	\$2.18
81	Installation of New 6' Chain Link Fence	LF	\$21.13
82	Bush Relocation (Due to location of work area)	EA	\$38.04
83	Sign Relocation	EA	\$87.08
84	Mailbox Relocation (Using existing post)	EA	\$15.75
85	MOT PO up to 5,000	LS	\$420.00
86	MOT PO 5,000 – 10,000	LS	\$525.00
87	MOT PO 10,000 – 15,000	LS	\$630.00
88	MOT PO 15,000 – 20,000	LS	\$735.00
89	MOT PO 20,000 – 25,000	LS	\$840.00
90	Valve Box Adjustment	EA	\$50.85
91	Trench Drain (5' SW)	EA	\$996.98
92	12"x12" Precast Trench	LF	\$220.50
93	24"x24" Precast Trench	LF	\$367.50
94	Aluminum Handrail for Trench Drain	LF	\$226.00
95	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	\$95.81

Item #	Item Description	Unit of Measure	Price per Item
96	Saw Cut Existing Concrete Str for 24" Pipe Tie-In	EA	\$120.34
97	Saw Cut Existing Concrete Str for 36" Pipe Tie-In	EA	\$120.34
98	Saw Cut Existing Concrete Str for 48" Pipe Tie-In	EA	\$120.34
99	Irrigation Pipe, 1/2" Sch 40 PVC	LF	\$24.09
100	Irrigation Pipe, 3/4" Sch 40 PVC	LF	\$25.76
101	Sprinkler Head Relocation	EA	\$22.00
102	6" Underdrain w/ 2'x2' Rockbed	LF	\$40.98
103	Aluminum Handrail (Non-Picket)	LF	\$226.00
104	Aluminum Handrail (Picket)	LF	\$226.00
105	Stripe Removal (12")	SF	\$6.00
106	White/Yellow Striping (6")	LF	\$3.00
107	Stripe Removal (6")	LF	\$8.00
108	White Safety Walk Striping (12")	LF	\$8.00
109	24" Striping (White)	LF	\$18.00
110	Stripe Removal (24")	LF	\$18.00
111	Concrete Ditch Pavement, NR, 4"	SY	\$44.23
112	Concrete Flumes	SY	\$44.23
113	Handicap Ramps	EA	\$446.25
114	Guardrail – Safety Contractors	LF	\$181.00
115	Picture Frame Finish for Driveway	SY	\$28.17
116	Rock Salt Finish for Driveway	SY	\$28.17
117	6" Concrete Driveway	SY	\$58.14
118	57 Stone	TN	\$52.00
119	Removal of Unsuitable Materials	CY	\$8.69
120	Spec Inlet Boxes S-2 & S-3a	CY	\$771.24
121	1" S-3 Asphalt	SY	\$14.00
122	1 1/2" S-1 Asphalt	SY	\$10.00
123	10'x5' Box Culvert	CY	\$469.89
124	10'x3' Box Culvert	CY	\$550.67
125	3'x4'/ 4'x3' Box Culvert	CY	\$278.33
126	4'x5' Box Culvert	CY	\$395.98
127	Sprinkler Head Installation	EA	\$25.62
128	24" Retaining Wall 4"x12"	LF	\$67.06
129	Reinforcing Steel	LB	\$0.52
130	Rip Rap	SY	\$87.80

Total Unit Price Bid: \$51,857.15

** The Total Unit Price bid value must be inserted on the Official County Bid Form on p. 14 of this Document. Values entered on this price list shall be per the unit of measure stated in the table.

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated August, 28, 2013.

For
Countywide Sidewalk and Drainage Construction
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 28th day of August A.D., 2013, 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.

WITNESSES:

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

WITNESSES:

Kari Vaidh.
PRINCIPAL: KARTIK VAITH
Executive V.P.
Constantine Constructors, Inc.

NAME OF FIRM:

M. Lal

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

SECRETARY

TITLE

1966 Lewis Turner Blvd Unit 3

BUSINESS ADDRESS

Ft. Lauderdale, Beach, FL

CITY STATE

WITNESS: [Signature]

SURETY:

The Guarantee Company of North America USA
CORPORATE SURETY

[Signature]
Jeffrey W. Cutshall

ATTORNEY-IN-FACT (AFFIX
SEAL)

10 Inverness Center Parkway, Suite 400
BUSINESS ADDRESS

Birmingham, Alabama 35242
CITY STATE

J. Smith Lanier & Co.
NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Alvin Benjamin Bresler, Jeffrey W. Cutshall, Ryan R. McClendon, Albert B. Evans, David G. Lanier
J. Smith Lanier & Company, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Vice President

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Handwritten signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of August, 2013.

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2012

ASSETS

Cash and Short-Term Investments	\$ 58,393,115
Marketable Securities	147,798,940
Premium and Agents Balances (under 90 days)	2,429,925
Reinsurance Receivable on paid losses	1,271,700
Accrued Interest and Dividends	843,526
Net Deferred Tax Asset	3,464,813
Other Assets	<u>70,116</u>
Total Admitted Assets	<u><u>\$214,272,135</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 7,952,097
Unearned Premium Reserve	8,952,183
Note Payable to Parent	50,617,656
Accrued Expenses	1,080,040
Ceded Reinsurance Premiums Payable	1,330,254
Taxes, Licenses and Fees Payable	172,837
Other Liabilities	<u>2,443,631</u>
Total Liabilities	<u><u>\$ 72,548,698</u></u>

CAPITAL AND SUPLUS

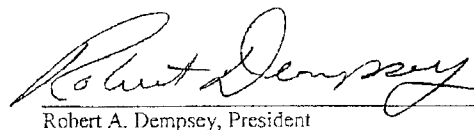
Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>(2,297,533)</u>
Total Policyholders' Surplus	<u>\$141,723,437</u>
Total Liabilities, Capital and Surplus	<u><u>\$214,272,135</u></u>

State of Michigan
County of Oakland

Robert A. Dempsey being duly sworn, says: That he is the President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2012.

Sworn to before me this 8th day of March 2013.

Cynthia A. Takai
Notary


Robert A. Dempsey, President

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 8, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 13-65; Countywide Drainage & Sidewalk Construction

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

1. **Can you please provide the current contract unit pricing?**
Answer: Yes, please see attached Unit Price List. Please be advised that the unit price list for the current contract (08-85) is not reflective of the Unit Price List under this bid. The new unit price list has been revised based on usage throughout the past five years.
2. **Has the current contractor been under contract for the past five years?**
Answer: Yes, the current vendor was awarded the contract in 2008. The Contract term was for one (1) initial year, with four (4) available one year extensions.

Clarifications:

Attached, please find the Bid Bond Form, as referenced in the Bid Documents. Bid Security may be submitted on this form, as directed on p. 6-7 of the Bid Documents, or in the form of a cashier's check.

THE BID DUE DATE REMAINS: Wednesday, August 28, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1

Bid No: 08-85; Countywide Sidewalk & Drainage - Unit Price List

Item #	Item Description	Unit	Unit Price
1	Tree Removal (6" to 12" DBH)	EA	\$50.00
2	Tree Removal(>12" to 18" DBH)	EA	\$50.00
3	Tree Removal (>18" to 24" DBH)	EA	\$100.00
4	Tree Removal (>24" to 36" DBH)	EA	\$200.00
5	Tree Removal (>36" to 48" DBH)	EA	\$400.00
6	Tree Removal (>48" DBH)	EA	\$500.00
7	Existing Stump Removal (6" to 12" Diam)	EA	\$50.00
8	Existing Stump Removal (>12" to 24" Diam)	EA	\$50.00
9	Existing Stump Removal (>24" to 36" Diam)	EA	\$50.00
10	Existing Stump Removal (>36" Diam)	EA	\$50.00
11	Pipe Removal (12" to 15")	LF	\$10.00
12	Pipe Removal (18" to 24")	LF	\$10.00
13	Pipe Removal (30" to 36")	LF	\$10.00
14	Pipe Removal (42" to 48")	LF	\$10.00
15	Pipe Removal (54"+)	LF	\$10.00
16	Headwall Removal	EA	\$150.00
17	Inlet Structure Removal	EA	\$200.00
18	Clearing and Grubbing	ACRE	\$6,500.00
19	Roadway Shld Regrading (1' to 2' wide)	LF	\$20.00
20	Roadway Shld Regrading (2' to 4' wide)	LF	\$1.50
21	Roadway Shld Regrading (4' to 6' wide)	LF	\$2.00
22	Roadway Shld Regrading (>6' wide)	LF	\$2.25
23	Ditch Regrading (0' to 2' deep)	LF	\$3.00
24	Ditch Regrading (2' to 4' deep)	LF	\$4.00
25	Ditch Regrading (4' to 6' deep)	LF	\$5.00
26	Ditch Regrading (> 6' deep)	LF	\$6.00
27	Tile Sidewalk Removal		\$10.00
27A	Special Headwall Removal	EA	\$2,500.00
28	Asphalt Pavement Removal	SY	\$5.00
29	Asphalt Sidewalk Removal	SY	\$10.00
30	Concrete Removal (0" to 6" thick)	SY	\$5.00
31	Curb & Gutter Removal	LF	\$10.00
32	Curb Removal for Handicap Ramp Construct	LF	\$10.00
33	Unclassified Excavation w/ Hauloff	CY	\$10.00
34	Install 4" Concrete Sidewalk	SY	\$23.50
35	Install 5" Concrete Sidewalk	SY	\$28.09
36	Install 6" Concrete Sidewalk	SY	\$29.68
37	County Standard Curb & Gutter	LF	\$16.00
37A	Type "F" Curb (DOT)	LF	\$22.00
37B	City Standard Header Curb	LF	\$16.00
38	Asphalt Repair, (Type S-1 & Type 3)	SY	\$22.50
39	Rework Existing Limerock Prime & Seal	SY	\$9.00
40	Fill A-3 Sand or Better	CY	\$12.00
41	Limerock 12"	SY	\$26.00
42	Flowable Fill	CY	\$80.00
42A	Flowable Fill (High Early)	CY	\$154.00
43	Storm Sewer Curb Inlet (0" to 4' Depth (d-201))	EA	\$1,303.00
44	Storm Sewer Curb Inlet (4' to 6' Depth (d-203))		\$1,560.00
45	Storm Sewer Curb Inlet (48 ID, 0' to 4' Depth (D0293))		\$1,290.00
46	Storm Sewer Curb Inlet (48 ID, 4' to 6' Depth (D0293))		\$1,450.00

47	Type B Inlet 3x3, 0' to 4' Depth (D-205)	EA	\$1,175.00
48	Type B Inlet 3x3, >4' to 6' Depth (D-205)	EA	\$1,360.00
49	Type B Inlet 3x4, 0' to 4' Depth (D-205)	EA	\$1,280.00
50	Type B Inlet 3x4, >4' to 6' Depth (D-205)	EA	\$1,600.00
51	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$1,400.00
52	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$1,650.00
53	Type C Inlet, 0' to 4' Depth (D-207)	EA	\$1,040.00
54	Type C Inlet, >4' to 6' Depth (D-207)	EA	\$1,100.00
55	Type E Inlet, 0' to 4' Depth (D-208)	EA	\$1,300.00
56	Type E inlet, >4' to 6' Depth (D-208)	EA	\$1,550.00
57	Type J-1 Manhole/Inlet, 0' to 4' Depth (D201)	EA	\$1,060.00
58	Type J-1 Manhole/Inlet, >4' to 6' Depth (D201)	EA	\$1,160.00
59	Type J-1 A Manhole/Inlet, 0' to 4' Depth (D201)	EA	\$1,060.00
60	Type J-1 A Manhole/Inlet, >4' to 6' Depth (D201)	EA	\$1,140.00
61	Type J-1 B Manhole/Inlet, 0' to 4' Depth (D201)	EA	\$1,550.00
62	Type J-1 B Manhole/Inlet, >4' to 6' Depth (D201)	EA	\$1,800.00
63	Type J-2 Manhole 4x4, 0' to 4' Depth (D202)	EA	\$1,450.00
64	Type J-2 Manhole 4x4, 4' to 6' Depth (D202)	EA	\$1,700.00
65	Type J-2 Manhole 4x5, 0' to 4' Depth (D202)	EA	\$1,600.00
66	Type J-2 Manhole 4x5, >4' to 6' Depth (D202)	EA	\$1,800.00
66A	DOT P-5 Storm Inlet	EA	\$2,250.00
67	Pipe, PVC, Sch 40, 4" Drain	LF	\$4.34
68	Pipe, PVC, Sch 40, 6" Drain	LF	\$10.31
69	Pipe, PVC, Sch 40, 8" Drain	LF	\$16.49
70	12" DR 18	LF	\$31.14
71	15" RCP, 0' to 6' Depth Class III	LF	\$28.67
72	12"x18" ERCP, 0' to 6' Depth Class III	LF	\$38.54
73	18" RCP, 0' to 6', Class III	LF	\$40.28
74	14"x23" ERCP, 0" to 6' Class III	LF	\$46.07
75	24" RCP, 0' to 6', Class III	LF	\$61.08
76	19"x30" ERCP, 0' to 6' Class III	LF	\$75.25
77	30" RCP, 0' to 6', Class III	LF	\$86.91
78	24"x38" ERCP, 0' to 6' Class III	LF	\$105.96
79	36" RCP, 0' to 6' Class III	LF	\$121.52
79A	36" RCP, 0' TO 12' CLASS III	LF	\$161.22
79B	36" R.C.P. 0 to 6" Deep Labor Only	LF	\$60.76
80	29"x45" ERCP, 0' to 6' Class III	LF	\$151.68
81	42" RCP Class III	LF	\$151.80
82	43"x53" ERCP Class III	LF	\$150.00
83	48" RCP Class III	LF	\$191.77
84	38"x60" ERCP Class III	LF	\$195.00
85	54" RCP Class III	LF	\$236.38
86	60" RCP Class III	LF	\$245.00
87	2'x3' Box Culvert	CY	\$400.00
88	15" BCMP	LF	\$25.00
89	17"x13' BCMP	LF	\$30.00
90	18" BCMP	LF	\$26.00
91	21"x15" BCMP	LF	\$31.00
92	24" CAMP	LF	\$27.00
93	28"x20" BCMP	LF	\$32.00
94	30" BCMP	LF	\$38.00
95	36"x22" BCMP	LF	\$43.00

96	Precast EW (15"/12x18" Pipe)(D-408)	EA	\$1,000.00
97	Precast EW (18"/14x23" Pipe) (D-408)	EA	\$1,000.00
98	Precast EW (24"/19x30" Pipe) (D-408)	EA	\$1,000.00
99	Precast EW (30"/24x38" Pipe) (D-408)	EA	\$1,000.00
100	Precast EW (36"/29x45" Pipe) (D-408)	EA	\$1,000.00
101	L-Type EW (15"/12x18" Pipe) (D-428)		\$1,000.00
102	L-Type EW (18"/14x23" Pipe) (D-428)		\$1,000.00
103	48" Headwall	CY	\$500.00
104	54" Headwall	CY	\$500.00
105	54" to 60" Straight Endwalls	CY	\$500.00
106	42" to 48" Straight Endwalls	CY	\$500.00
107	MES for 15" or CMPDW Culvert (D-429)	EA	\$550.00
108	MES for 18" RCP or CMP DW Culvert (D-429)	EA	\$650.00
109	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	\$750.00
110	MES for 14x23 ERCP or 15x21 CMPA (D-430)	EA	\$750.00
111	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	\$750.00
112	Std MES for 24" RCP/CMP (D-431)	EA	\$750.00
113	Std MES for 30" RCP/CMP (D-431)	EA	\$750.00
114	Std MES for 36" RCP/CMP (D-431)	EA	\$750.00
115	FDOT MES for 15/18" RCP/CMP (Index 272)	EA	\$750.00
116	FDOT MES for 24" RCP/CMP (Index 272)	EA	\$850.00
117	FDOT MES for 30" RCP/CMP (Index 272)	EA	\$1,100.00
118	FDOT MES for 36" RCP/CMP (Index 272)	EA	\$1,350.00
119	MES 42" (Index 272)	EA	\$1,500.00
119A	MES 48" (Index 272)	EA	\$2,000.00
120	Concrete Turn-Down, 4" thick (0" to 12" Deep)	LF	\$12.72
121	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$12.72
122	Floating Tribidity Barrier	LF	\$20.00
123	Erosion Control - Hay Bales	EA	\$5.00
124	Erosion Control - Silt Barrier/Fabric	LF	\$2.51
125	Grassing - Sod	SY	\$5.54
126	Grassing - Seed & Mulch	SY	\$0.65
127	Fence Relocation	LF	\$12.00
128	New 4' Chain Link Fence		\$16.50
129	New 6' Chain Link Fence		\$22.50
130	Bush Relocation	EA	\$5.00
131	Palm Tree Relocation	EA	\$100.00
132	Sign Relocation (per post)	EA	\$10.00
133	Mailbox Relocation (Using existing post)	EA	\$15.00
134	Mailbox Relocation (Using new post)		\$30.00
135	MOT PO up to 5,000	LS	\$400.00
136	MOT PO 5,000 - 10,000	LS	\$500.00
137	MOT PO 10,000 - 15,000	LS	\$600.00
138	MOT PO 15,000 - 20,000	LS	\$700.00
139	MOT PO 20,000 - 25,000	LS	\$800.00
140	Manhole Adjustment (over 10" diameter)	EA	\$45.80
141	Meter Box Adjustment	EA	\$10.00
142	Valve Box Adjustment	EA	\$10.00
143	Trench Drain (4' SW)		\$650.00
144	Trench Drain (5' SW)	EA	\$750.00
145	Trench Drain (6' SW)		\$850.00
145A	12"x12" Precast Trench	LF	\$210.00

145B	24"x24" Precast Trench	LF	\$350.00
146	Aluminum Handrail for Trench Drain	EA	\$1,000.00
147	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	\$50.00
148	Saw Cut Existing Concrete Str for 18" Pipe Tie-In	EA	\$50.00
149	Saw Cut Existing Concrete Str for 24" Pipe Tie-In	EA	\$100.00
150	Saw Cut Existing Concrete Str for 30" Pipe Tie-In	EA	\$100.00
151	Saw Cut Existing Concrete Str for 36" Pipe Tie-In	EA	\$100.00
152	Saw Cut Existing Concrete Str for 42" Pipe Tie-In	EA	\$100.00
153	Saw Cut Existing Concrete Str for 48" Pipe Tie-In	EA	\$100.00
154	Welded Wire Fabric (6x6 - 10/10)		\$0.50
155	Irrigation Pipe, 1/2" Sch 40 PVC	LF	\$3.00
156	Irrigation Pipe, 3/4" Sch 40 PVC	LF	\$4.00
157	Sprinkler Head Relocation	EA	\$28.00
158	Trench Relocation		\$2.00
159	6" Underdrain w/ 2'x2' Rockbed	LF	\$32.50
160	Aluminum Handrail (Non-Picket)	LF	\$85.00
160A	Aluminum Handrail (Picket)	LF	\$145.00
161	New Mailbox Installation w/ new Post		\$50.00
162	Remove Brick Mailbox		\$250.00
163	Stripe Removal (12")	SF	\$10.00
164	White/Yellow Striping (6")	LF	\$5.00
165	White Safety Walk Striping (12")	LF	\$10.00
166	White Stop Bar Striping	LF	\$12.00
167	White/Yellow Striping (6") Remove & Install	LF	\$10.00
168	Striping (12")	LF	\$10.00
169	Striping (24") Removal & Install	LF	\$20.00
170	Striping 6" White/Yellow	LF	\$5.00
171	24" Striping	LF	\$12.00
172	As-Builts PO up to 5,000	LS	\$600.00
173	As-Builts PO 5,000 - 10,000	LS	\$700.00
174	As-Builts PO 10,000 - 15,000	LS	\$800.00
175	As-Builts PO 15,000 - 20,000	LS	\$900.00
176	As-Builts PO 20,000 - 25,000	LS	\$1,000.00
177A	Concrete Ditch Pavement, NR, 4"	SY	\$65.00
178A	Desilting Pipe 0"-24" (4 hr Min)		\$750.00
179	Concrete Flumes	SY	\$32.00
180	Qwick Kurb	LF	\$0.01
181	Handicap Ramps	EA	\$425.00
182	Guardrail - Safety Contractors (Onetime Charge)	LS	\$4,331.25
183	Picture Frame Finish for Driveway	SY	\$32.00
184	Rock Salt Finish for Driveway	SY	\$32.00
185	Type "C" Inlets pour in place wings	EA	\$600.00
186	57 Stone	TN	\$55.00
187	3" Concrete Pavement	EA	\$1,250.00
188	Curb Inlet Apron 8'		\$400.00
189	Extra Thickness due to dirt being removed		\$88.50
190	Unsuitable Materials Removal	CY	\$10.00
191	1/2 of Curb Inlet to be removed	EA	\$5,500.00
192	Spec Inlet Boxes S-2 & S-3a	CY	\$500.00
193	84" Class 3 RCP	LF	\$555.87
194	72" to 84" Straight Endwalls	CY	\$500.00
195	Brick Pavers	LS	\$650.00

196	6" Concrete Driveway	SY	\$29.68
197	1" S-3 Asphalt	SY	\$17.40
198	1 1/2" S-1 Asphalt	SY	\$19.80
199	Culvert Removal	SY	\$25.00
200	10'x5' Box Culvert	CY	\$750.00
201	3'x3' Box Culvert	CY	\$500.00
202	3'x4' / 4'x3' Box Culvert	CY	\$550.00
203	4'x4' Box Culvert	CY	\$600.00
204	5'x2' / 2.5'x5' Box Culvert	CY	\$550.00
205	4'x2' Box Culvert	CY	\$500.00
206	4'x5' Box Culvert	CY	\$650.00
207	3.5'x8' Box Culvert	CY	\$650.00
208	DBL 24" Headwall	EA	\$1,800.00
209	Quad 38"x60" Headwall	EA	\$2,500.00
210	Guardrail Removal	LF	\$10.00
211	Guardrail	LF	\$48.00
212	Triple 48" Headwall, Complete Removal	EA	\$3,500.00
213	Triple 48" headwall, Pour-in-place	EA	\$6,500.00
214	Sprinkler Head Installation	EA	\$28.00
215	Old Castle 24" Retaining Wall 4"x12" (takes 3 per SF of wall)	LF	\$27.50
216	58"X91" ERCP Class III	LF	\$450.00
217	Renew & Replace steps 4" tall with a max width of 16"	LS	\$800.00
218	Labor for backfilling pipe	CY	\$4.00
219	Labor for placing stabilize stone in road bed	SY	\$10.00
220	New Septic and Drain Field	LS	\$7,500.00
221	Removal Septic Tank and Drain Field	LS	\$1,500.00
222	Pumping of old septic tanks and One Man	LS	\$550.00
223	Unsuitable soil loaded on county trucks	CY	\$2.50
224	Stockpile & back fill with clean fill from County	CY	\$2.50
225	Trench protection and addition time and labor	LF	\$82.65
227	Drainage gate custom built and install	LS	\$25,250.00
228	Testing	LS	\$1,875.00
229	Reinforcing Steel	LBS	\$0.75
230	Night Time Fee	LS	\$1,250.00
231	4" Caliper Cathedral Oak	EA	\$400.00
232	Concrete Cap	CY	\$400.00
233	GG 50 Shore Guard Wall System (Turn Key)	SF	\$22.32
239	Move existing fire hydrant 6' & install new pipe & thrust block	LS	\$3,250.00
240	Design Box Culvert	LS	\$10,000.00
241	Concrete Separator Removal	SY	\$20.00
242	Concrete Separator Replacement	SY	\$45.50
243	Grind down & Install matching border grind		\$11.00
244	Install overlay		\$40.25
245	18" SQ 2 ZH Basin and Grate and 12' 8z' pipe	EA	\$1,250.00
246	Signs per FDOT Walk Crossing		\$425.00
247	10 x 3 Box Culvert	CY	\$750.00
248	Rip Rap	SY	\$30.00
249	4 Clay x 4 CI PVC Coup	EA	\$25.00
250	4 PVC SWR HUB FEM CO ADPT	EA	\$25.00
251	4 PVC SWR REC THRD CO PLUG	EA	\$25.00
252	1 RT BDY W/ CI CVR	EA	\$200.00
253	4 X 14 SDR35 PV GJ SWR PIPE	LF	\$17.50

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t
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__ 2013.

For
Countywide Drainage & Sidewalk Construction
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ 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 its governing body.

BID NO.: 13-65

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

BID NO: 13-65

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, August 28, 2013 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 13-65: Countywide Drainage & Sidewalk Construction. Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit bids from interested and qualified vendors for countywide drainage and sidewalk construction projects throughout St. Johns County. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform the required services as authorized by Task Order. Drainage and sidewalk construction projects may include, but are not limited to storm sewer installation and repair, pipe installation and repair, box culvert installation and repair, ditch grading, clearing and grubbing, excavation, restoration of right-of-way, pavement marking and signage, maintenance of traffic, and erosion control.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 13-65. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Locklear, CPPB, St. Johns County Purchasing, via email to jtoney@sjcfl.us or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfl.us or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, August 14, 2013, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

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, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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

Deputy Clerk