

RESOLUTION NO. 2017 - 20

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-04 AND TO EXECUTE AGREEMENTS FOR ST JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS

RECITALS

WHEREAS, the County desires to enter into contract with ACON Construction Company, Inc., to provide services for the construction of the St Johns County COA Transit Center Storage Buildings; and

WHEREAS, the scope of the Project includes furnishing all labor, materials, equipment, permits, transportation and any other required items necessary for the construction of two masonry storage buildings located at the St Johns County COA Transit Center site at 2595 Old Moultrie Road, St. Augustine, FL 32086, per the attached drawings included in the bid documents. This project includes construction of two buildings which shall have a gabled roof with metal panels to match the existing Transit Center building. The building(s) shall have electricity and air conditioning, but no plumbing. All work shall be performed in accordance with the plans issued for this project. The Contractor shall provide all close-out documents, including as-built drawings, per SJC DRC requirements and grant requirements.
; and

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

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

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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 17-04 to ACON Construction Company, Inc., and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 17-04.

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 17th day of January, 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Sam Hatterman Deputy Clerk

RENDITION DATE 1/20/17





**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: Bill Freeman – St Johns County Construction Services
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 17-04, COA Transit Center Storage Buildings
DATE: December 7, 2016

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

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

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

Department Head Approval William H. Freeman

Date 12/8/16

Budget Amount \$100,000.00

Account Funding Title Transit Grant

Funding Charge Code 1275-55304-1306-66200

Award to ACON CONSTRUCTION CO.

Award Amount \$90,029.00

**ST. JOHNS COUNTY
BID TABULATION**

APRIL JOHNSTON 
LEILA HARTLAND 

OPENED BY
TABULATED BY
VERIFIED BY

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

BID TITLE ST. JOHNS COUNTY COA. TRANSIT CENTER STORAGE BUILDINGS

BID NUMBER 17-04

OPENING DATE/TIME December 7, 2016 2:00 PM

POSTING DATE/TIME FROM 12/07/16 3:00 PM UNTIL 12/12/16 3:00 PM

BIDDERS	BASE BID	ADD ALTERNATE #1	ADD ALTERNATE #2	ADD ALTERNATE #3	BID BOND	ADDENDUM#1	ADDENDUM #2	ADDENDUM #3
KBT CONTRACTING CORP	\$64,800.00	\$54,600.00	\$4,500.00	\$4,500.00	YES	YES	YES	YES
ACON CONSTRUCTION CO., INC.	\$47,649.00	\$42,380.00	\$3,968.00	\$3,968.00	YES	YES	YES	YES
RWB CONSTRUCTION INC	\$59,788.00	\$56,820.00	\$6,850.00	\$6,550.00	YES	YES	YES	YES
R B GAY CONSTRUCTION CO INC.	\$46,500.00	\$44,000.00	\$7,000.00	\$7,000.00	YES	YES	YES	YES
E.B. MORRIS GENERAL CONTRACTORS INC.	\$66,302.00	\$47,601.00	\$4,196.00	\$4,196.00	YES	YES	YES	YES
CORE CONSTRUCTION COMPANY	\$69,000.00	\$69,000.00	\$5,500.00	\$5,500.00	YES	YES	YES	YES

BID AWARD DATE -

BID NO: 17-04

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 30, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 17-04; St. Johns County COA Transit Center Storage Buildings**. 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 given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for furnishing all labor, materials, equipment, permits, transportation and any other required items necessary for the construction of two masonry storage buildings located at the St Johns County COA Transit Center site at 2595 Old Moultrie Road, St. Augustine, FL 32086, per the attached drawings included in the bid documents. This project includes construction of two buildings; One North building and a second South building that will be bid as an add alternate and will be included in this project only if there is adequate funding. The building(s) shall have a stucco finish and a gabled roof with metal panels to match the existing Transit Center building. The building(s) shall have electricity and air conditioning, but no plumbing. All work shall be performed in accordance with the plans issued for this project. The Contractor shall provide all close-out documents, including as-built drawings, per SJC DRC requirements and grant requirements.

The work performed under this contract will be financed through a grant provided under programs of the Federal Transit Administration and administered through the FDOT which brings certain requirements and conditions. Those requirements and conditions are outlined in the Federal Transportation Authority Construction Contract Requirements included in the bid documents. Upon entering into a contract, the contractor agrees to adhere to all federal requirements as noted in the Federal Clauses.

There will be a **Non-Mandatory** Pre-Bid Conference on Tuesday, November 15, 2016 at 10:00AM at the County Transit Building located at 2595 Old Moultrie Road, St Augustine FL 32086. **The deadline for questions for this bid shall be Friday, November 18, 2016.**

Minimum Contractor Qualifications

1. Bidders must be fully licensed to do business in the State of Florida.
2. Prime bidders are also required to hold a current Certified General Contractor license.
3. The Prime Bidder must have successfully constructed, as a prime or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business for at least five (5) years – Submit Attachment “H” Experience of Bidder Form.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-04. 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 St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, *in writing*, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. Questions are due no later than 4:00PM on Friday, November 18, 2016, 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
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

November 23, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 17-04 St. Johns County COA Transit Center Storage Building

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarification:

1. Is there any site work involved? Where are the buildings located in relation to the existing buildings and what is around them?
Please see attached DRC approved site plan. Site work will include removing any trees and vegetation that conflict with the building pads.
2. The scope calls for a stucco finish and the wall section A/A-3 call for painted block exterior finish. Please clarify.
Please see attached revised bid form. The painted block exterior will be in the base bid. The stucco finish will be a bid alternate.
3. Will you provide drawings necessary for permitting and who pay for permit?
Agency permitting is complete. Upon contract award, Construction Services will provide the successful bidder with the original of the DRC approved site plan, clearance sheet, Paving and Drainage Construction Permit, 2 sets of signed & sealed construction plans, and the energy calculations. The contractor shall provide the building permit application, the fault current letter, the truss engineering, and the permit fees. The contractor will be allowed 10 business days from Notice of Award to apply for the building permit. The 60-day construction calendar will begin when the building permit is issued.
4. We need the location and distances from where the electrical feed are to the new buildings.
This electrical information will be provided in a subsequent bid addendum.
5. The roofing spec calls out to "match existing" – do you have any additional information on the manufacturer/profile #/color that we are matching?

The roof is galvalume. The Contractor will submit the manufacturer and color chart for the owner's color selection.

Bid Due Date: Wednesday November 30, 2016 2:00pm

Acknowledgment

Sincerely,

Signature and Date

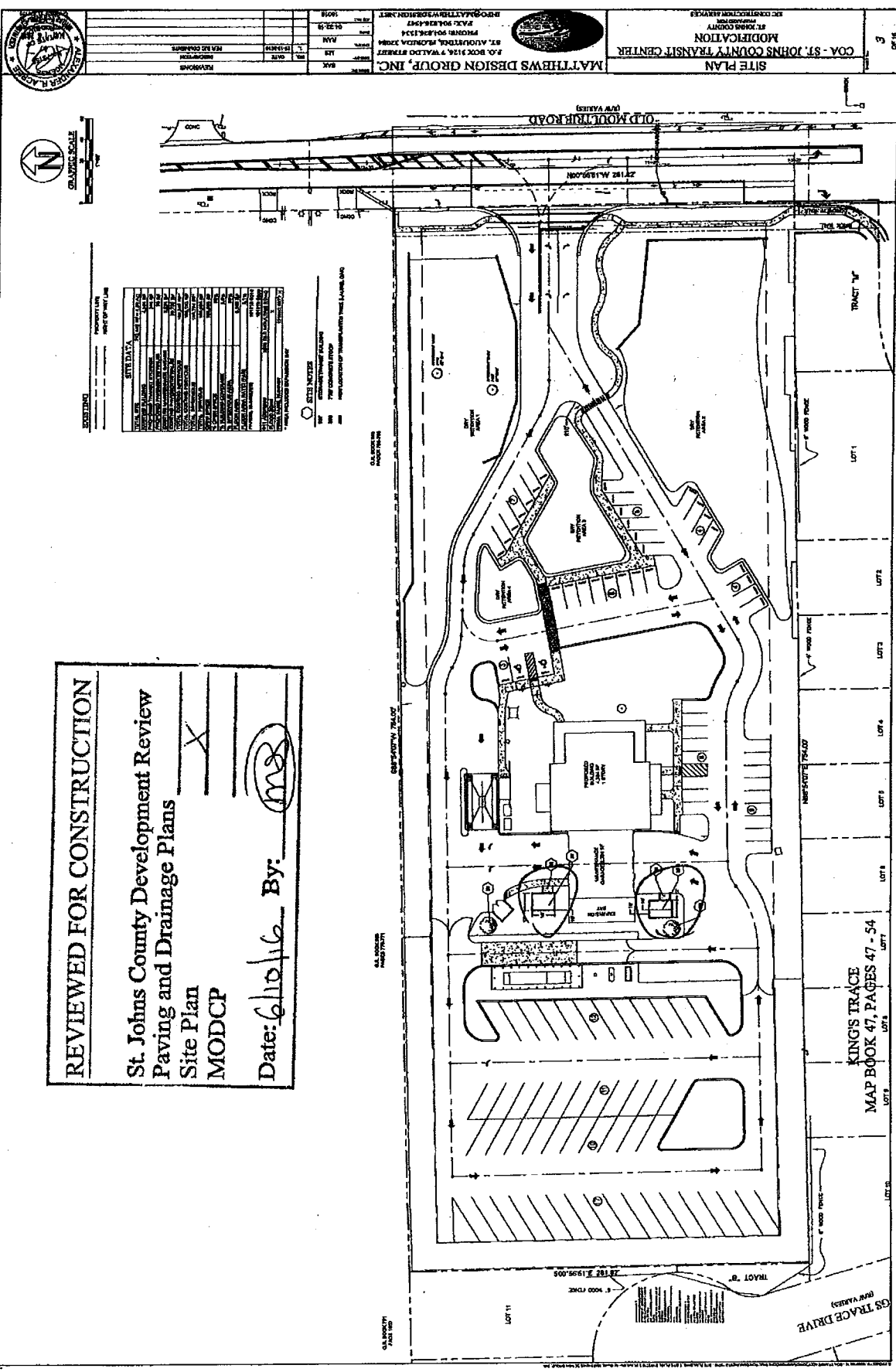
April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

2009-1019*3



REVIEWED FOR CONSTRUCTION

St. Johns County Development Review
 Paving and Drainage Plans
 Site Plan
 MODCP

Date: 6/10/16 By: *MB*

ITEM NO.	DESCRIPTION	DATE	BY
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SITE NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

2. SEE EXISTING RECORD PLANS FOR UTILITY LOCATIONS.

3. SEE EXISTING RECORD PLANS FOR EASEMENTS AND ENCUMBRANCES.

4. SEE EXISTING RECORD PLANS FOR SETBACKS AND ZONING REQUIREMENTS.

5. SEE EXISTING RECORD PLANS FOR ADJACENT PROPERTIES.

6. SEE EXISTING RECORD PLANS FOR SURVEY DATA.

7. SEE EXISTING RECORD PLANS FOR ROAD RIGHT-OF-WAY.

8. SEE EXISTING RECORD PLANS FOR DRAINAGE PATTERNS.

9. SEE EXISTING RECORD PLANS FOR TREE PRESERVATION.

10. SEE EXISTING RECORD PLANS FOR LANDSCAPE DESIGN.

11. SEE EXISTING RECORD PLANS FOR SIGNAGE REQUIREMENTS.

12. SEE EXISTING RECORD PLANS FOR LIGHTING REQUIREMENTS.

13. SEE EXISTING RECORD PLANS FOR SECURITY REQUIREMENTS.

14. SEE EXISTING RECORD PLANS FOR ACCESSIBILITY REQUIREMENTS.

15. SEE EXISTING RECORD PLANS FOR ENERGY EFFICIENCY REQUIREMENTS.

16. SEE EXISTING RECORD PLANS FOR SUSTAINABILITY REQUIREMENTS.

17. SEE EXISTING RECORD PLANS FOR COMMUNITY DESIGN REQUIREMENTS.

18. SEE EXISTING RECORD PLANS FOR TRANSPORTATION REQUIREMENTS.

19. SEE EXISTING RECORD PLANS FOR PUBLIC SAFETY REQUIREMENTS.

20. SEE EXISTING RECORD PLANS FOR ENVIRONMENTAL REQUIREMENTS.

21. SEE EXISTING RECORD PLANS FOR HISTORIC PRESERVATION REQUIREMENTS.

22. SEE EXISTING RECORD PLANS FOR ARCHITECTURAL REQUIREMENTS.

23. SEE EXISTING RECORD PLANS FOR INTERIOR DESIGN REQUIREMENTS.

24. SEE EXISTING RECORD PLANS FOR FURNITURE REQUIREMENTS.

25. SEE EXISTING RECORD PLANS FOR APPLIANCES REQUIREMENTS.

26. SEE EXISTING RECORD PLANS FOR LIGHTING FIXTURES REQUIREMENTS.

27. SEE EXISTING RECORD PLANS FOR WINDOW TREATMENTS REQUIREMENTS.

28. SEE EXISTING RECORD PLANS FOR DOOR REQUIREMENTS.

29. SEE EXISTING RECORD PLANS FOR RAMP REQUIREMENTS.

30. SEE EXISTING RECORD PLANS FOR ELEVATOR REQUIREMENTS.

31. SEE EXISTING RECORD PLANS FOR STAIR REQUIREMENTS.

32. SEE EXISTING RECORD PLANS FOR HANDRAILS REQUIREMENTS.

33. SEE EXISTING RECORD PLANS FOR SIGNAGE REQUIREMENTS.

34. SEE EXISTING RECORD PLANS FOR LIGHTING REQUIREMENTS.

35. SEE EXISTING RECORD PLANS FOR SECURITY REQUIREMENTS.

36. SEE EXISTING RECORD PLANS FOR ACCESSIBILITY REQUIREMENTS.

37. SEE EXISTING RECORD PLANS FOR ENERGY EFFICIENCY REQUIREMENTS.

38. SEE EXISTING RECORD PLANS FOR SUSTAINABILITY REQUIREMENTS.

39. SEE EXISTING RECORD PLANS FOR COMMUNITY DESIGN REQUIREMENTS.

40. SEE EXISTING RECORD PLANS FOR TRANSPORTATION REQUIREMENTS.

41. SEE EXISTING RECORD PLANS FOR PUBLIC SAFETY REQUIREMENTS.

42. SEE EXISTING RECORD PLANS FOR ENVIRONMENTAL REQUIREMENTS.

43. SEE EXISTING RECORD PLANS FOR HISTORIC PRESERVATION REQUIREMENTS.

44. SEE EXISTING RECORD PLANS FOR ARCHITECTURAL REQUIREMENTS.

45. SEE EXISTING RECORD PLANS FOR INTERIOR DESIGN REQUIREMENTS.

46. SEE EXISTING RECORD PLANS FOR FURNITURE REQUIREMENTS.

47. SEE EXISTING RECORD PLANS FOR APPLIANCES REQUIREMENTS.

48. SEE EXISTING RECORD PLANS FOR LIGHTING FIXTURES REQUIREMENTS.

49. SEE EXISTING RECORD PLANS FOR WINDOW TREATMENTS REQUIREMENTS.

50. SEE EXISTING RECORD PLANS FOR DOOR REQUIREMENTS.

MATTHEWS DESIGN GROUP, INC.
 81 ALPHONSE WALKER DRIVE
 #2 BOX 1124 WALKER CENTER
 FARMINGTON, CONNECTICUT 06031
 PHONE: 860.646.1314
 FAX: 860.646.1347
 WWW.MATTHEWSDSG.COM

COA - ST. JOHNS COUNTY TRANSIT CENTER MODIFICATION
 ST. JOHNS COUNTY TRANSIT CENTER
 ST. JOHNS COUNTY, GEORGIA

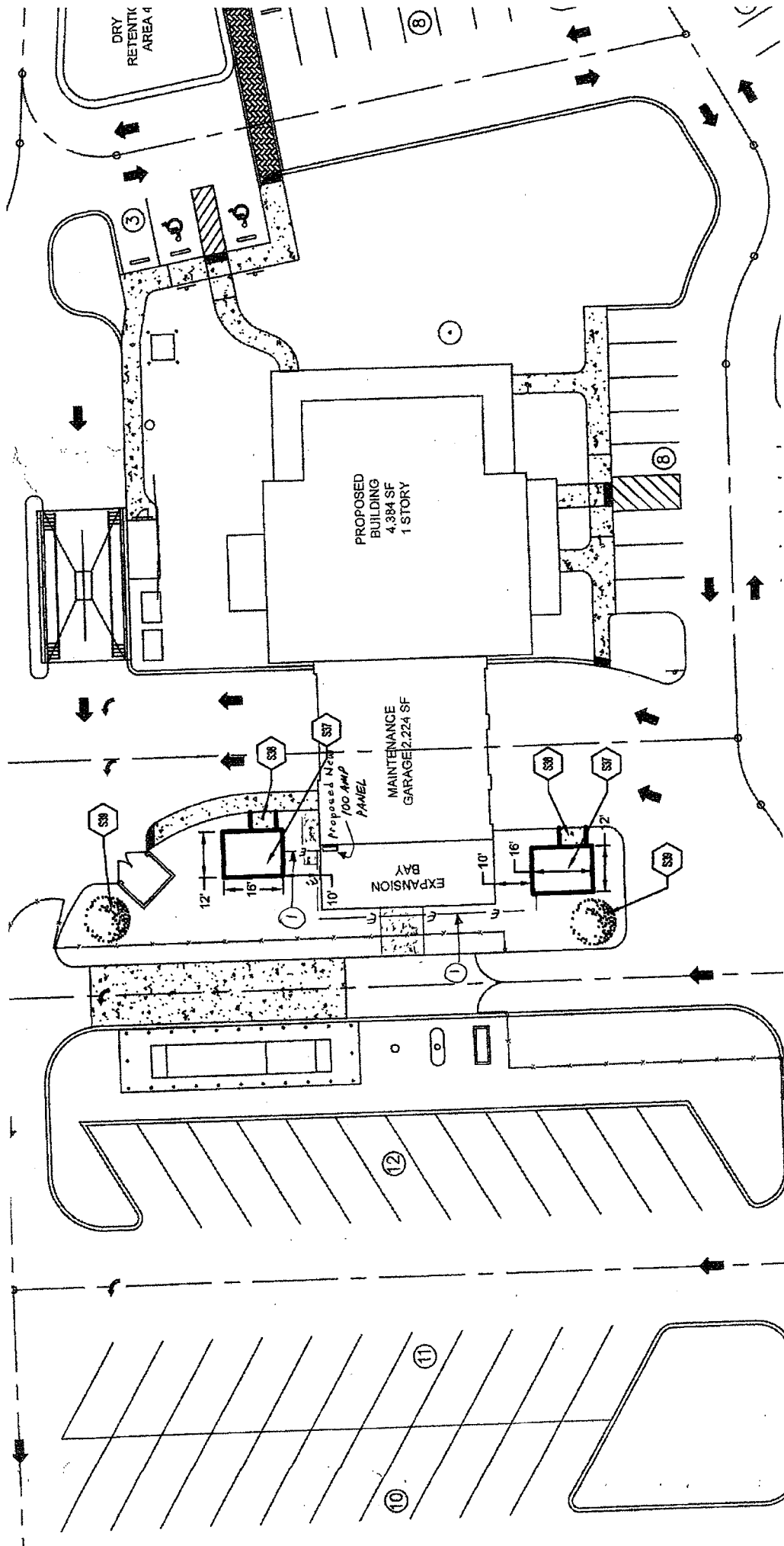


REVISIONS

NO. DATE BY DESCRIPTION

① 2 RUNS OF 1/2" CONDUIT UNDER GROUND FROM PMUGL TO BUILDING

COA TRANSIT CENTER STORAGE BUILDINGS



ELECTRICAL SITE PLAN
NOT TO SCALE

BID NO: 17-04

**REVISED
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-04 ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS 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:

BASE BID: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE NORTH BUILDING as per plans

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

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

ADD ALTERNATE #1: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE SOUTH BUILDING as per plans. This second building will be included in this project only if there is adequate funding.

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

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

ADD ALTERNATE #2: STUCCO FINISH IN LIEU OF PAINTED BLOCK NORTH BUILDING as per plans.

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

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

ADD ALTERNATE #3: STUCCO FINISH IN LIEU OF PAINTED BLOCK SOUTH BUILDING as per plans.

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

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

Time of Substantial Completion to be **Sixty (60)** consecutive calendar days from receipt of Notice to Proceed from Owner.



St. Johns County Board of County Commissioners

Purchasing Division

November 29, 2016

ADDENDUM #2

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 17-04 St. Johns County COA Transit Center Storage Building

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarification:

1. Additional time is needed to issue an Addendum in order to accurately address the questions and clarifications received for this project. The Bid Due Date for this Bid is being moved from Wednesday November 30, 2016 at 2pm to **Wednesday December 7, 2016 by 2pm**. A 2nd Addendum will be issued this week that will include clarifications and site drawings pertaining to the questions received.

Bid Due Date: Wednesday December 7, 2016 2:00pm

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

November 29, 2016

ADDENDUM #3

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 17-04 St. Johns County COA Transit Center Storage Building

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarification:

1. Is there any site work involved? Where are the buildings located in relation to the existing buildings and what is around them?
Please see attached DRC approved site plan (first attachment). Site work will include removing any trees and vegetation that conflict with the building pads.
2. The scope calls for a stucco finish and the wall section A/A-3 call for painted block exterior finish. Please clarify.
Please see attached revised bid form (4th attachment). Painted block exterior will be the base bid. Stucco finish will be a bid alternate.
3. Will you provide drawings necessary for permitting and who pay for permit?
Agency permitting is complete. Upon contract award, Construction Services will provide the successful bidder with the original of the DRC approved site plan, clearance sheet, Paving and Drainage Construction Permit, 2 sets of signed & sealed construction plans, and the energy calculations. The contractor shall provide the building permit application, the fault current letter, the truss engineering, and the permit fees. The contractor will be allowed 10 business days from Notice of Award to apply for the building permit. The 60-day construction calendar will begin when the building permit is issued.
4. We need the location and distances from where the electrical feed are to the new buildings.
Please see attached Electrical Site Plan (second attachment); and the revised electrical riser diagram and panel board schedule on the attached floor plan drawing (third attachment). The contractor is responsible to visit the site before submitting his bid, to locate existing and proposed panels, and determine their distances from the proposed buildings.
5. The roofing spec calls out to "match existing" – do you have any additional information on the manufacturer/profile #/color that we are matching?

The roof is standing seam metal roof, 24 gauge galvalume. The Contractor will submit the manufacturer and color chart for the owner's color selection.

Bid Due Date: Wednesday December 7, 2016 2:00pm

Acknowledgment

Sincerely,

Signature and Date

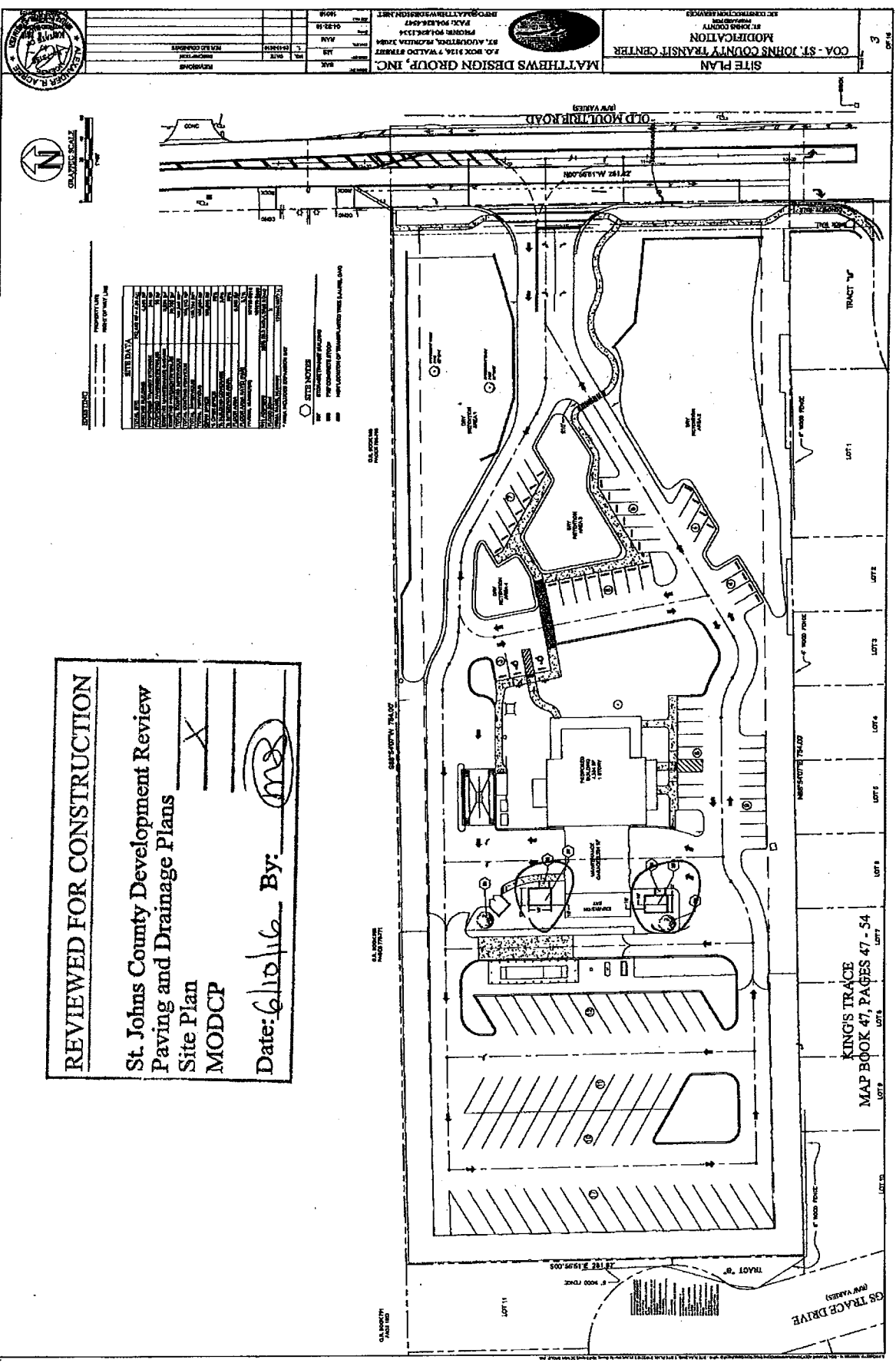
April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3

2009-1019*3



REVIEWED FOR CONSTRUCTION

St. Johns County Development Review
Paving and Drainage Plans
Site Plan
MODCP

Date: 6/10/16 By: *MB*

LEGEND

EXISTING: _____

PROPOSED: _____

DATE: _____

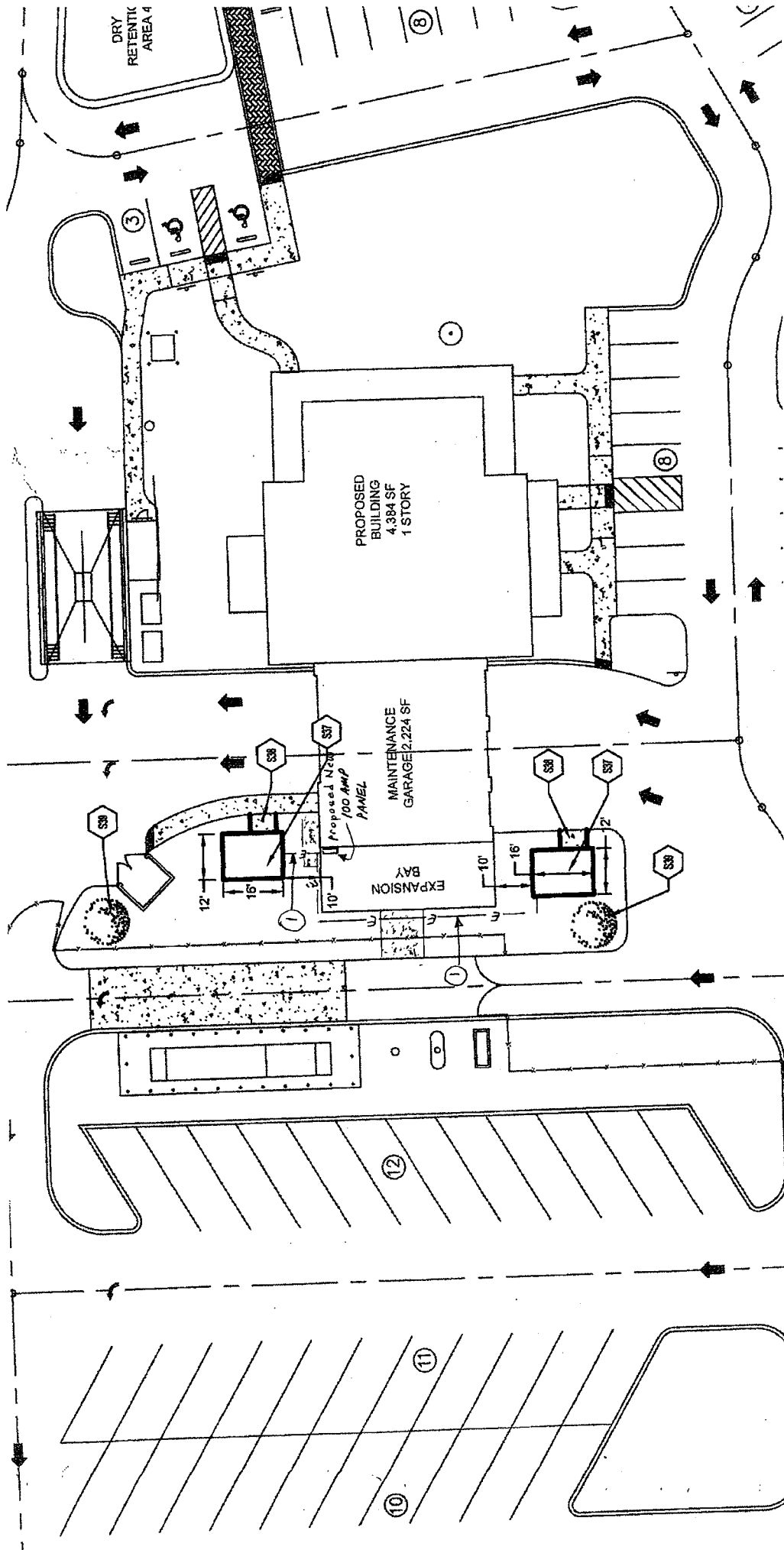
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① 2 RUNS OF 1/2" CONDUIT UNDER GROUND FROM PANEL TO BUILDING

COA TRANSIT CENTER STORAGE BUILDINGS



ELECTRICAL SITE PLAN
NOT TO SCALE

BID NO: 17-04

**REVISED
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-04 ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS 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:

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

ADD ALTERNATE #1: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE SOUTH BUILDING as per plans. This second building will be included in this project only if there is adequate funding.

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

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

ADD ALTERNATE #2: STUCCO FINISH IN LIEU OF PAINTED BLOCK NORTH BUILDING as per plans.

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

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

ADD ALTERNATE #3: STUCCO FINISH IN LIEU OF PAINTED BLOCK SOUTH BUILDING as per plans.

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

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

Time of Substantial Completion to be **Sixty (60)** consecutive calendar days from receipt of Notice to Proceed from Owner.

BID NO: 17-04

REVISED
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS

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

DATE SUBMITTED: 12-7-2016

BID PROPOSAL OF

ACON Construction Co., Inc.

Full Legal Company Name

3653 Regent Boulevard, Suite 401, Jacksonville, FL 32224	904-565-9060	904-565-9080
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-04 ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE BUILDINGS 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:

BASE BID: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE NORTH BUILDING as per plans

\$ 47,649.⁰⁰
Total Lump Sum Base Bid Price (Numerical)

Forty Seven Thousand Six Hundred Forty Nine /100 Dollars
(Amount written or typed in words) no cents

ADD ALTERNATE #1: ST. JOHNS COUNTY COA TRANSIT CENTER STORAGE SOUTH BUILDING as per plans. This second building will be included in this project only if there is adequate funding.

\$ 42,380.⁰⁰
Total Lump Sum Base Bid Price (Numerical)

Forty Two Thousand Three Hundred Eighty /100 Dollars
(Amount written or typed in words) no cents

ADD ALTERNATE #2: STUCCO FINISH IN LIEU OF PAINTED BLOCK NORTH BUILDING as per plans.

\$ 3,968.⁰⁰
Total Lump Sum Base Bid Price (Numerical)

Three Thousand Nine Hundred Sixty Eight /100 Dollars
(Amount written or typed in words) no cents

ADD ALTERNATE #3: STUCCO FINISH IN LIEU OF PAINTED BLOCK SOUTH BUILDING as per plans.

\$ 3,968.⁰⁰
Total Lump Sum Base Bid Price (Numerical)

Three Thousand Nine Hundred Sixty Eight & /100 Dollars
(Amount written or typed in words) no cents

Time of Substantial Completion to be **Sixty (60)** consecutive calendar days from receipt of Notice to Proceed from Owner.

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

No.: 1 Date Received: 11-23-2016

No.: 2 Date Received: 11-29-2016

No.: 3 Date Received: 11-29-2016

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.

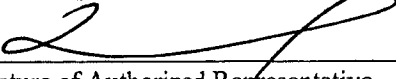
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements 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 ninety (90) 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 total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) 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: ACON Construction Co., Inc. (Seal)

By:  David Sypniewski, President
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: 3653 Regent Boulevard, Suite 401, Jacksonville, FL 32224

Telephone No.: (904) 565-9060 Fax No.: (904) 565-9080

Email Address for Authorized Company Representative: dms@aconcci.com

Federal I.D. Tax Number: 59-3296336 DUNS #: 92-608-8998
(If applicable)

INDIVIDUAL N/A

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

- Official County Unit Price Bid Form
- "A" – St Johns County Board of County Commissioners Affidavit
- "B" – Certificate as to Corporate Principal
- "C" – License/Certification List
- "D" – List of Proposed Sub-Contractors/Equipment Vendor
- "E" – Conflict of Interest Disclosure Form
- "F" – Certificate of Compliance with Florida Trench Safety Act
- "G" – Proof of Insurance
- "H" – Experience of Bidder Form
- "I" – Lobbying Certification
- "J" – Government-Wide Debarment and Suspension (Non-Procurement) Certification
- "K" – Buy American Certification
- "L" – Acceptance of Federal Clauses Form
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Unit Price Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 12/18/13)

This Agreement is made _____, 2015 by and between St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 hereafter referred to as the ("Owner") and _____ located at _____
(p) _____, (f) _____ (e) _____
hereinafter referred to as the ("Contractor") under seal for Construction of Bid No. _____
referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

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

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

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

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

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon

completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

**ARTICLE II
THE WORK**

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

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

The scope of work for this project shall be to furnish all labor, materials, and equipment necessary for

All work shall be performed in accordance with the plans and specifications under Bid No: _____.

**ARTICLE III
CONTRACT TIME**

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within _____ () consecutive calendar days. Final Completion shall be reached by or before _____ () consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ _____ per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but

no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum of \$ _____ (\$ _____). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

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

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

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

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

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

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the

Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

5.3 Withheld Payment

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

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

5.6 Final Completion and Final Payment

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

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

breach of this Agreement.

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

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

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

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive

and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

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

8.2 Claims by the Contractor

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

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

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

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

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the

Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

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

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

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

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

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

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

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

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

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and

property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

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

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

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

14.4. Safety of Persons and Property

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

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

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

**ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY**

15.1 Contractor's Employment Opportunity

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

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

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

**ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS**

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort

and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

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

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

ARTICLE XVII ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statutes)

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

17.2 In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, the Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

17.3 Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response

to each such request.

**ARTICLE XVIII
REVIEW OF RECORDS**

18.1 Review of Records

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

Owner

Contractor

St. Johns County, FL (Seal)
(Typed Name)

_____ (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Dawn Cardenas, Purchasing Manager
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

ATTEST:
St. Johns County, FL Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Sr Assistant County Attorney

Date of Execution