

SECTION 00500  
CONTRACT

AGREEMENT

THIS AGREEMENT entered into this 24th day of May, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **AC GENERAL, INC**, 401 Agmac Avenue, Jacksonville, Florida 32254, doing business as a corporation, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for the WW-1 Sludge Process Dewatering System, Nassau County, Florida, hereinafter referred to as the "Work".
2. ***The Work includes, but is not limited to, the installation of a sludge process dewatering system and associated equipment including flocculator, polymer dosing pump, sludge pump, water booster pump, electrical and instrumentation equipment, metal building, Associated piping, site work, and appurtenances needed to complete the project.***

All Work is to be performed per Nassau County Ordinance 99-17 and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2007, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY** complete the same within **one hundred fifty (150) calendar days**, unless the period for completion is extended otherwise by the Contract Documents, and fully complete the Project within thirty (30) calendar days after the date of the Substantial Completion.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Lump Sum:

Six hundred fifty-three thousand two hundred thirty-eight dollars and no cents (\$653,238.00)  
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

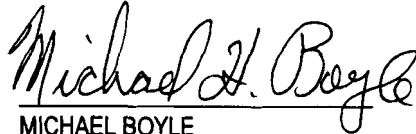
The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. The term "Contract Documents" means and includes the following:
  - a. Bid Form
  - b. Sworn Statement
  - c. Bid Bond
  - d. Agreement
  - e. Notice of Award
  - f. Notice to Proceed
  - g. Change Order Request
  - h. Performance Bond
  - i. Payment Bond
  - j. Hold Harmless Agreement
  - k. General Conditions
  - l. Special Provisions (Roadway and Utilities)
  - m. Specifications prepared by the Engineer
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).
9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

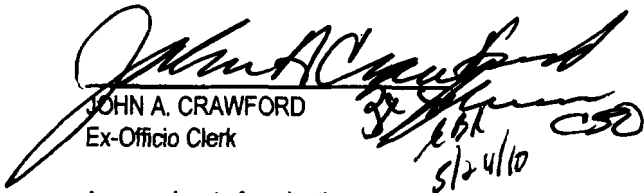
OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MICHAEL BOYLE  
Chair

ATTEST:



JOHN A. CRAWFORD  
Ex-Officio Clerk

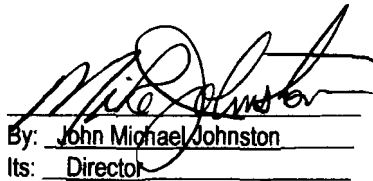
*3/2/10  
EBR  
5/24/10  
CSO*

Approved as to form by the  
Nassau County Attorney



DAVID A. HALLMAN

CONTRACTOR: AC General, Inc.



By: John Michael Johnston  
Its: Director

END OF SECTION

SECTION 00645  
NOTICE OF AWARD

TO: AC General, Inc.  
401 Agmac Avenue  
Jacksonville, FL 32254

PROJECT DESCRIPTION:

**WW-1 Sludge Process Dewatering System.**

Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated 04/20/10, and information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 653,238.00.

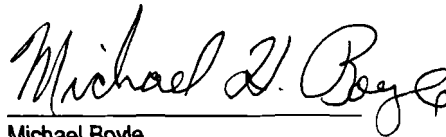
You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 24 day of May, 2010.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Michael Boyle  
Chair

ATTEST:



JOHN A. CRAWFORD  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

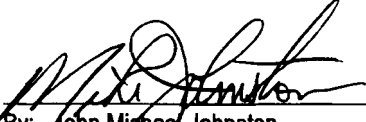


DAVID A. HALLMAN

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by:

AC General, Inc., this 24th day of May, 2010.

  
By: John Michael Johnston  
Its: Director

CS-09-222  
addendum  
40

SECTION 00850  
CERTIFICATION OF SUBSTATION COMPLETION RECEIVED  
CONTRACT MANAGEMENT

Project Name: [ ]

Project No.: [ ]

2011 JUN 29 PM 1:55  
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: WW-1 Sludge Process Dewatering System

Contractor: AC General

Project Number: NC10-006WW-1 Sludge Process Dewatering System

Date of Issuance: 6/14/2011

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the Nassau County Building Department on June 2, 2011.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within 30 days from the date of Substantial Completion.
2. Owner will be responsible for **Operation** AFTER SUBSTANTIAL COMPLETION
3. Contractor shall be responsible for all Contract requirements except items or responsibilities of Owner set forth in Paragraph 2 above.
4. List of items to be completed or corrected: **See Attached**

OWNER'S REPRESENTATIVE:

Heather Cavanagh  
(Signature)

Heather Cavanagh  
(Typed or Printed Name)

Group Manager  
(Title)

6/14/11  
(Date)

CONTRACTOR'S REPRESENTATIVE:

AC General, Inc.  
(Name of Firm)

Richard McInturff  
(Signature)

Project Manager  
(Typed or Printed Name)

6-17-2011  
(Date)

11 AUG - 2 AM 11:29  
RECEIVED  
OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

Nassau-Amelia Utilities  
WW-1 Sludge Process Dewatering System  
Bid No. NC10-006

Final Punch List

June 14, 2011

I. Final Documents

- a. All close-out documents per specifications
- b. Copies of inspections and testing
- c. O&M manuals
- d. Warrantees

II. Mechanical and Site Work

- a. Finalize installation of bypass pumping at digester.
- b. Complete finishes in lab room.
- c. Paint direction arrows on all piping.
- d. Fournier fiberglass junction box on polymer skid is damaged and needs to be replaced.
- e. Add box for sludge valve.
- f. Sludge bed needs to be installed.
- g. Provide spare parts and list.
- h. Provide documents of training and start-up.
- i. Final clean up of site.

III. Electrical

- a. Drives are tripping when there is a power outage.
- b. O&M manuals should be modified for the operation of the polymer pumps which are not VFDs, but direct drive.
- c. Default settings need to be reported with O&M manual.