

# CHANGE ORDER APPROVAL FORM

10 JUN 21 AM 11:23  
COUNTY CLERK  
OFFICE

PROJECT: WW-1 Sludge Dewatering System Project CHANGE ORDER NUMBER: 01

Nassau Amelia Utilities DATE: 06/14/10

CONTRACT NUMBER: CM1590

TO CONTRACTOR: AC General, Inc.

Reason for Change Order: Deductive change order for the direct purchase of the Sludge Process Dewatering System from Equipment Plus Solutions, Inc. in the amount of \$282,449.90 (Material cost \$266,415.00, purchased directly from Fournier Industries, Inc., with tax savings in the amount of \$16,034.90) and the direct purchase of the metal building from Harrell Construction, Inc. in the amount of \$36,214.02 (Material cost \$34,117.00, purchased directly from VP Buildings, with tax savings in the amount of \$2,097.02) as approved by the Board of County Commissioners on 05/24/10.

Original Contract Sum.....	\$	<u>653,238.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>653,238.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(318,663.92)</u>
New Contract Sum Including this Change Order.....	\$	<u>334,574.08</u>

APPROVED BY: D & U DATE: 6-21-10  
Project Manager (Department Head)

APPROVED BY: Charlotte Young DATE: 6-21-10  
Contract Manager

APPROVED BY: [Signature] DATE: 6/22/10  
Director of Office of Management & Budget

APPROVED BY: [Signature] DATE: 6/22/10  
County Coordinator Manager

# **AC General, Inc.**

**COMMERCIAL & INDUSTRIAL**

May 4, 2010

Charlotte J. Young, CPPB  
Nassau County Board of  
County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

RE: WW-1 Sludge Dewatering Process System

Subject: Proposed Florida Sales and Use Tax Savings

Dear Charlotte,

Following is a list of items you requested we furnish for the potential sales tax savings by way of direct purchase.

- Item 1- Sludge Process Dewatering System  
Equipment Plus Solutions, Inc.
- Item 3- Metal Building  
Harrell Construction, Inc.

<b>Item</b>	<b>L/S Bid Price \$</b>	<b>Material Cost \$</b>	<b>Cost w/tax \$</b>	<b>Tax Savings \$</b>
1	285,000.00	266,415.00	282,449.90	16,034.90
3	67,000.00	34,117.00	36,214.02	2,097.02
<b>Total</b>	<b>352,000.00</b>	<b>300,532.00</b>	<b>318,663.92</b>	<b>18,131.92</b>

I hope this information is useful to the board and is in a format that is acceptable to you. If we can be of further service, please let us know. We are willing and eager to be of value in any manner we can.

Best regards,

Mike Johnston, Director  
AC General, Inc.  
[mjohnston@acgeneral.net](mailto:mjohnston@acgeneral.net)

SECTION 00655  
CHANGE ORDER REQUEST

Nassau County

County   
Contractor   
Field   
Other

CHANGE ORDER REQUEST

PROJECT: WW-1 Sludge Dewatering Process System for Nassau Amelia Utilities

CHANGE ORDER REQUEST NUMBER: 1

DATE: 06/02/10

CONTRACT NUMBER: CM1590

TO CONTRACTOR: AC General, Inc.

401 Agmac Avenue, Jacksonville, Florida 32254

The Contract is changed as follows: Deductive change order for the direct purchase of the Sludge Process Dewatering System from Equipment Plus Solutions, Inc. in the amount of \$282,449.90 (Material cost \$266,415.00 with tax savings in the amount of \$16,034.90) and the direct purchase of the metal building from Harrell Construction, Inc. in the amount of \$36,214.02 (Material cost \$34,117.00 with tax savings in the amount of \$2,097.02) as approved by the Board of County Commissioners on 05/24/10.

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Amount of This Change Order (Add/Deduct)	\$ <u>(318,663.92)</u>
New Contract Sum, Including this Change Order	\$ <u>334,574.08</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: [Signature] DATE: 6/3/10  
Resident Project Representative

ACCEPTED BY: [Signature] DATE: 6-3-2010  
Contractor

Approved by: [Signature] DATE: 6/2/10  
Board of County Commissioners  
Or their Designee

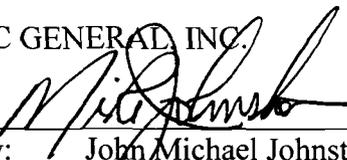
**LETTER OF UNDERSTANDING**

AC General, Inc., in its capacity as General Contractor, agrees that the direct purchase by Nassau County, Owner of Item #1 – Sludge Process Dewatering System from Equipment Plus Solutions, Inc. and Item #3 – Metal Building from Harrell Construction, Inc, as Supplier/Vendor, does not in any way or manner diminish or modify the contractual duties of the General Contractor to the Owner insofar as the inspection, handling, storage, protection, and installation of the aforementioned direct purchase item into the Work is concerned and that such duties pertinent thereto as are set forth in the contract between AC General, Inc., as General Contractor, and Nassau County, as Owner, remain unchanged

NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
By: Ted Selby  
~~Interim~~ County Manager

Date: 6/22/10

AC GENERAL, INC.  
  
By: John Michael Johnston  
Its: Director

Date: 6/3/10



Knowledge and Wisdom<sup>®</sup>

# CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935  
219 N. NEWMAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490  
PHONE (904) 353-3181 • FAX (904) 353-5722 • [www.cwpowellins.com](http://www.cwpowellins.com)

June 3, 2010

Nassau County BOCC  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

Re: WW-1 Sludge Dewatering Process System Contract No. CM1590

To Whom It May Concern:

Please be advised that we have reviewed a copy of Deductive Change Order No. 1 issued to AC General, Inc. and we acknowledge that its obligation under our Payment and Performance Bond remains unmodified and in full force and effect, notwithstanding that Nassau County has entered into a separate Purchase Order with Equipment Plus Solutions, Inc. and Harrell Construction, Inc. for the direct purchase of the Materials deducted and deleted from the Trade Contract by the Deductive Change Order.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Theus".

Robert T. Theus  
Attorney-In-Fact  
Merchants Bonding Company



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Bond # FLC68142

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Fitzhugh K. Powell, Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst,  
Susan W. Jordan, Walter N. Myers

of Jacksonville and State of Florida its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 18, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 3rd day of March, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 3rd day of March, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 3rd day of June, 2010



*William Warner Jr.*  
Secretary

POA 0001 (1/09)

# Equipment Plus Solutions

**AC General, Inc.**  
**COMMERCIAL & INDUSTRIAL**

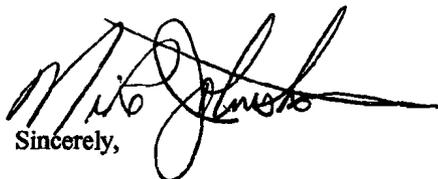
June 18, 2010

To: Equipment Plus Solutions, Inc.  
P.O. Box 2908  
Belleview, FL 34421

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

**RE: WW-1 Sludge Dewatering System**

The Nassau County BOCC issued us a contract in the amount of \$653,238.00 and then deducted \$266,415.00 to pay or direct purchase to Equipment Plus Solutions, Inc. and Fournier. Please use this Intent to start your submittals, you will receive a P.O. within 10 days.

  
Sincerely,

John Michael Johnston, Director  
AC General, Inc.

401 Agmac Avenue, Jacksonville, Florida 32254  
Phone (904) 783-4200 Fax (904) 781-0806

\* \* \* Communication Result Report ( Jun. 18. 2010 2:47PM ) \* \* \*

Fax Header)

Date/Time: Jun. 18. 2010 2:46PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
8825	Memory TX	13522370564	P. 1	OK	

## Reason for error

E. 1) Hang up or line fail  
 E. 3) No answer  
 E. 5) Exceeded max. E-mail size

E. 2) Busy  
 E. 4) No facsimile connection

**AC General, Inc.**  
 COMMERCIAL & INDUSTRIAL

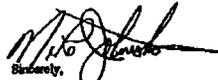
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Sincerely,  
 John Michael Johnston, Director  
 AC General, Inc.

**Equipment Plus Solutions, Inc.**

P.O. Box 2908  
Bellevue, FL 34421

Ph: 352.237.1869 Fax: 352.237.0564

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**Date:** April 19, 2010  
**To:** Rich McInturff  
AC General, Inc.  
**Phone:** 904-783-4200  
**Fax:** 904-781-0808  
**From:** Larry Hickey  
**Pages:** 1  
**Subject:** Nassau Amelia Utilities

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Rich,

Our office had not confirmed you were bidding so you were not on our list. Sorry! I have added you.

I just emailed you the Fournier scope of supply. Please note that we have not included the sludge pump, the water booster pump or the air compressor and filter line dryer so you will need to provide those items.

Note the attached pdf documents highlighted in yellow to clarify our start and stop points.

When figuring out your crane needs; the Rotary Press weighs 10,128 lbs. The flocculator weighs 600 lbs.

**Bid price is \$266,415.00**

Start up and freight included...applicable tax is not included.

Can you drop me an email confirming you got this ?

Please call me with any questions.

[www.equipmentplusinc.com](http://www.equipmentplusinc.com)

# Harrell Construction Company

Harrell Construction Co., Inc. Project:  
 4185 Sunbeam Rd. Building 200  
 Jacksonville, FL 32257

**COST BREAKDOWN**

APPLICATION NO:                   CB  
 APPLICATION DATE:  
 PERIOD TO:

Project No: Nassau Sludge PEMB

Job# 2010-04

Item	Description of Work	Scheduled Value	From Prev Application	This Period	Stored Materials	Total Completed	% Complete	Balance to Complete	Retainage
<b>100</b>	<b>General Conditions</b>								
108	Superintendent	\$ 1,300.00	-	-	-	-	0%	1,300.00 \$	-
120	Tools & Equipment Rental	\$ 1,500.00	-	-	-	-	0%	1,500.00 \$	-
102	Design	\$ 3,500.00	-	-	-	-	0%	3,500.00 \$	-
<b>1300</b>	<b>Pre-Engineered Metal Building</b>								
1302	PEMB - Material	\$ 36,214.00	-	-	-	-	0%	0.00	-
1304	PEMB - Labor	\$ 23,229.00	-	-	-	-	0%	23,229.00 \$	-
1301	PEMB - Freight	\$ 1,257.00	-	-	-	-	0%	1,257.00	-
CO#1	Direct Purchase	\$ (36,214.00)							
								0.00 \$	
<b>TOTAL</b>		\$ 30,786.00						\$ 30,786.00	



4185 Sunbeam Rd Building 200, Jacksonville, FL 32257  
 904-739.5700 Phone 904-739.5959 Fax  
 904.759.1891 Cell jharrell@harrell-construction.com

[jharrell@harrell-construction.com](mailto:jharrell@harrell-construction.com) [www.facebook.com/metalbuildings](http://www.facebook.com/metalbuildings) [www.harrell-construction.com](http://www.harrell-construction.com)

# Proposal

Harrell Construction is proud to offer this proposal for work at the **Sludge Building** in Nassau County, FL. It is the intent of this Quote to include the *labor, material, equipment, taxes and freight* for the Installation / Erection of all listed components and related accessories specified in this Document subject to the following Terms and Conditions.

**SCOPE:** Supply and install (1) one pre-engineered metal building, as described in attached specifications and in the following proposal.

## LOADS AND CODES:

Building Code: 200 7 Florida Building Code w/ 2009 Amends  
 Building Use: Standard Occupancy Structure

Built Up: 05AISC - ASD Rainfall: 11.00 inches per hour  
 Cold Form: 04AISI - ASD

**Live Load**  
 Live Load: 20.00 psf Reducible  
 Collateral Gravity: 5.00 psf

**Wind Load**  
 Wind Speed: 120.00 mph  
 Wind Exposure: C

**Snow Load**  
 Ground Snow Load: 0.00 psf  
 Snow Exposure Category: 2 Partially Exposed  
 Thermal Category: Heated  
 Unobstructed, Slippery Roof

**Seismic Load**  
 Spectral Response - Ss: 2.00 %g  
 Spectral Response - S1: 2.00 %g

Collateral Uplift: 0.00 psf

Wind Enclosure: Enclosed  
 Base Elevation: 0/0/0

Seismic Hazard / Use Group: Group 3  
 Soil Profile Type: Very dense soil and soft rock (C, 3)

Topographic Factor: 1.0000  
 Hurricane Prone Region  
 Windborne Debris Region

Diaphragm Condition: Flexible  
 Frame Redundancy Factor: 1.0000  
 Brace Redundancy Factor: 1.0000  
 Acceleration Ratio Frames: 0.0100  
 Acceleration Ratio Bracing: 0.0100

## DEFLECTION CONDITIONS

Frames are vertically supporting: Metal Roof Purlins and Panels - Default Deflection Limit: V/180  
 Frames are laterally supporting: Metal Wall Girts and Panels - Default Deflection Limit: H/60  
 Purlins are supporting: Metal Roof Panels - Default Deflection Limit: V/150  
 Girts are supporting: Metal Wall Panels - Default Deflection Limit: H/90

**FUTURE EXPANSION:** None

**PRIMARY FRAMING:** Rigid Frame - RF - This frame type utilizes pinned base tapered depth sidewall columns. The frame clear spans across the width of the building and is Type 1 as defined by AISC.

**ENDWALL FRAMING:** Post and Beam - This type of non-expandable end frame is designed with continuous beam and posts construction at both end walls. - Partially Loaded Frame - This type of non-expandable end frame is used with end posts at both end walls.

**SECONDARY FRAMING:**

- Roof – Continuous span 8 ½” deep cold formed “ZEE” purlins.
- Wall – Continuous span 8 ½” deep cold-formed “ZEE” & “CEE” girts. -8 1/2 ” standard outset girt condition.

**STRUCTURAL PRIMER:**

- Primary and welded secondary surface preparation shall be in accordance with SSPC SP-2.
- Primary framing, bracing components and welded secondary members will be hot dip galvanized.
- Purlins and girts which are not welded will be roll formed from G30 galvanized material with a clear acrylic coating

**ROOF PANEL:**

- 24 gage SSR - finish is KXL paint over Galvalume steel.

**WALL PANEL:**

- 4 gage Panel Rib - finish is KXL paint over Galvalume steel.

**LINER PANEL:** None

**PARTITION PANEL:** None

**FASCIA PANEL:** None

**SOFFIT PANEL:** None

**PANEL FINISHES:**

- KXL finishes consist of a 1 mil 70% Kynar (KYNAR 500) based coating applied to the exterior surface of G90 galvanized or Galvalume steel. The interior surface is coated with an off-white 0.5-mil wash coat. Kynar 500 is a registered trademark of Atochem North America, Inc.
- GALVALUME is an aluminum-zinc alloy coating per ASTM A792 over steel substrate. The nominal coating weight is 0.5 oz. per square foot of coated steel both sides, equivalent to an approximate coating thickness of .0016” both sides. Galvalume is a registered trademark of B.I.E.C. International, Inc.

**PANEL DESCRIPTIONS:**

SSR - Standing Seam Roof panels provide 24” wide net coverage having 3” major ribs formed at the panel side laps. Side joints have a factory-applied sealant and require field seaming of the side lap joint after the panel has been positioned on the roof. The seaming is done with an electrically operated seaming machine available through VP Buildings. All panels are continuous from eave to ridge except where the panel length exceeds 41’ or otherwise becomes prohibitive for handling purposes, in which case, end laps are provided. The end laps are staggered. The SSR end laps take place up slope, 9” above the web of the roof secondary member. The upper panel stops 5” short of the roof secondary member thus creating a 4” lap. A panel stiffener is installed at each end lap for support and to give the end lap stitch fastener a thick material to tighten up on. SSR panel to roof purlin structural attachments are made with SSR clips. SSR clips are provided with movable tabs, which interlock with seamed SSR panel ribs and provide 1 5/8” of panel movement in either direction from the center of the clip to compensate for

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thermal effects. Exposed fasteners are self-drilling with integral sealing washer. Concealed fasteners are self-drilling with type and size as required by roof secondary structural members. The exposed fasteners are stainless steel capped, color matched if ordered as KXL color. Sealants, mastic and closures are manufacturers standards.

**PANEL RIB WALLS** - Panel Rib Wall panels provide 36" wide net coverage and have 1 <sup>3</sup>/<sub>16</sub>" high major ribs at 12" on center with minor ribs spaced between the major ribs. Side laps are at least one full major rib. The wall overlapping rib utilizes anti- capillary groove. All panels are continuous from sill to eave except where the length exceeds 41' or otherwise becomes prohibitive for handling purposes, in which case, end laps are provided. End laps occur at a support member. Exposed wall fasteners are self-drilling hex head coated carbon steel. The color of the fastener heads is to match the wall panel color. Sealants, mastics and closures are manufacturer's standards.

**LINER PANEL(WALLS)** – None

**ROOF THERMAL INSULATION:** - 6" thick glass fiber blanket insulation. The insulation is a factory laminated composite of specified facing material and a glass fiber insulation blanket of odorless, neutral colored, long filament, flexible resilient 0.6 pcf density material. Laminated facings provide vapor integrity. Installation is between the sheeting and secondary-framing members. Blanket tabs are attached to each other by pull through and staple methods. The blanket facing material and glass fiber insulation composite qualify for Underwriters Laboratory FHC 25/50 ratings. -R-19

**ROOF INSULATION FACING:** Polypropylene Scrim Kraft (Light Duty) (WMP-VR) - 0.0015" white polypropylene film facing, glass fiber scrim reinforcing and 11# kraft paper backing.

**WALL THERMAL INSULATION:** - 3.5" thick glass fiber blanket insulation. The insulation is a factory laminated composite of specified facing material and a glass fiber insulation blanket of odorless, neutral colored, long filament, flexible resilient 0.6 pcf density material. Laminated facings provide vapor integrity. Installation is between the sheeting and secondary-framing members. Blanket tabs are attached to each other by pull through and staple methods. The blanket facing material and glass fiber insulation composite qualify for Underwriters Laboratory FHC 25/50 ratings. -R-11

**WALL INSULATION FACING:** Polypropylene Scrim Kraft (Light Duty) (WMP-VR) - 0.0015" white polypropylene film facing, glass fiber scrim reinforcing and 11# kraft paper backing.

**EAVE GUTTER:** Roll formed 26 gage in VP standard color and includes gutter straps, fasteners and joint sealant.

**DOWNSPOUTS:** 4" X 5" 26 gage complete with downspout elbows and downspout straps. Downspouts, elbows and straps are a VP standard color.

**MULTI-GUTTER:** None

**VALLEY GUTTER:** None

**ROOF/WALL PENETRATION FLASHINGS:** 3 ea. # 3 Dektite flashing units for pipe penetrations up to 4" in diameter.

**RIDGE VENTS:** None

**WALL LOUVERS:** None

**SERVICE DOORS:** None

**WINDOWS:** None

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**SKYLIGHTS:** None

**WALL LITES:** None

**FRAMED OPENINGS:** Framed wall openings are cold-formed gage or hot-rolled "CEE" material as required per final design to meet specified loads. Openings are flashed with Patrician Bronze trim so that no primed steel is exposed to the exterior. The following openings are included: *see plan*

**NOT INCLUDED:** Any items not specifically mentioned herein as being a part of this proposal including but not limited to: *additional design loads unless noted, overhead or roll-up or vertical lift doors, miscellaneous metals; handrails or guard rails or any item pertaining to them; galvanized or galvanizing of any primary or secondary framing members unless noted; cranes, crane rails, crane stops, rail splice bars, hook bolts, or any other item pertaining to cranes unless noted; floor beams, auxiliary floor columns, floor joists, bridging, perimeter angles; decking or any other items pertaining to design or materials for second floor or stairways for same unless noted; brush-off blast, power tool or solvent cleaning of any primary or secondary members; design or materials for any interior partitions or common walls; louvers or exhaust fans; hat channels, furring channels or strips; metal or wood strips; lintels, lintel beams or angle; dock bumpers or seals; concrete tilt-walls; walk doors; windows; aluminum storefront type doors or windows; basketball goal hanger supports; skylights; any finish painting or paint of structural members; insulation support wire; rigid board insulation; installation or any support banding for roll-runner type insulation system; design or materials for exterior ladders; ball strainers at down spout outlets; EPDM membrane gutter liner;*

**SPECIAL NOTES:-** This proposal is subject to our entering into a mutually agreeable contract.

**ALTERNATES:** None

**WARRANTIES:** The warranties below are included as part of this scope.

- Standard Material Warranty
- 20 year Weather Tightness Warranty
- 1 Year Contractor Warranty

**QUALIFICATIONS/EXCEPTIONS:** This Quote is subject to the following:

1. The customer is to provide stable access for cranes, forklifts, trucks and equipment under their own power, up to, in and 30' around the building footprint and a convenient lay down area for staging materials as per MBMA and AISC.
2. Pricing is based on 1 mobilization(s) to site.
3. The code of Standard Practice of the American Institute of Steel Construction, Ninth edition, 1989, along with MBMA standards, shall govern in all matter to which it is applicable and not otherwise provided herein.
4. Harrell Construction is not responsible for damage to any unmarked utilities, underground items, or security of materials on the job site.
5. Power, Sanitation, and Waste disposal are the responsibility of others.
6. Additional cost of mobilization due to Production delays will be in addition to contract.
7. Installation of additional Deck-Tights for vent pipes... will be an added labor charge of \$35.00 each unless Remobilization is necessary.( 3 included standard)
8. **This "Scope" must be included on any alternate contracts submitted for Signature.**
9. A tentative schedule must be agreed upon before execution of a final contract.
10. We estimate the scope of work to take approximately 2-3 week(s) from start date to substantial completion.

The total cost for Harrell Construction. to complete this project according to above descriptions, terms and conditions / Industry Standard (AISC – Florida Building Code 2007– MBMA 1996).-

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**Base Bid - \$67,000.00 Includes freight, taxes, labor and equipment.  
Addenda 1-4 are acknowledged.**

**TERMS OF PAYMENT:**

Pre-engineered components are to be paid within 10 days of delivery.

We use the American Institute of Architect's standard contract. Our billings are done monthly, based on a cost breakdown, using the percentage of completion method. All past due payments will be subject to a service charge at the maximum rate by law together with all expenses of collection, including reasonable attorney fees. NOTE: The cost of the building must be paid within 10 days of delivery. No retainage is allowed on the cost of materials.

**Owner Direct Purchase:** In the event the building(s) is purchased directly from the manufacturer for tax savings purposes the following procedure will take effect. The building "cost" will be deducted from the contract price, by way of deductive change order, upon completion of Direct Purchase Agreement between the "owner" and "manufacturer".

This proposal is being offered for acceptance within 30 days of the date issued on page one. After that date, it will be subject to reconfirmation or requotation.

**SELLERS ACCEPTANCE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**BUYERS ACCEPTANCE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Thank you for the opportunity to offer this quote, if there are any questions or clarifications needed, please feel free to call.**

Sincerely,

*Jason Harrell*

Harrell Construction  
904.739.5700

Striving to become your preferred single source provider of Pre-Engineered Metal Buildings in the Southeastern United States.



"Built with Quality and Integrity"

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***Standard Form of Agreement Between Contractor and Subcontractor***

AGREEMENT made as of the 22nd day of June in the year 2010

**BETWEEN** the Contractor:

**AC General, Inc.  
401 Agmac Avenue  
Jacksonville, FL 32254-2864**

and the Subcontractor:

**Harrell Construction, Inc.  
4185 Sunbeam Raod, Bldg No. 20  
Jacksonville, FL 32257**

The Contractor has made a contract for construction dated  
6/22/2010

With the General Contractor:

Nassau County BOCC  
96135 Nassau Place  
Suite 6  
Yulee, FL 32097

For the following Project:

WW-1 Sludge Process Dewatering  
System- Bid No. NC10-006  
5390 First Coast Highway  
Amelia Island, FL 32034

which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Architect for the Project is:

PBS&J

The Contractor and the Subcontractor agree as follows



## **ARTICLE 1 THE SUBCONTRACT DOCUMENTS**

**1.1** The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

**1.2** Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**1.3** The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

**1.4** The Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

## **ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES**

**2.1** The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

**2.2** The Contractor may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.



**ARTICLE 3 CONTRACTOR**

**3.1 SERVICES PROVIDED BY THE CONTRACTOR**

**3.1.1** The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Paragraph 4.1 and Article 5. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

**3.1.2** The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such facilities at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

**3.1.3** Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

**3.2 COMMUNICATIONS**

**3.2.1** The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.

**3.2.2** The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

**3.2.3** The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

**3.2.4** If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

**3.2.5** The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

**3.2.6** If the Contractor asserts or defends a claim against the Owner which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

**3.3 CLAIMS BY THE CONTRACTOR**

**3.3.1** Liquidated damages for delay, if provided for in Paragraph 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or



entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

**3.3.2** The Contractor's claims for services or materials provided the Subcontractor shall require:

- .1** seven days' prior written notice except in an emergency;
- .2** written compilations to the Subcontractor of services and materials provided and charges for such services and materials no later than the fifteenth day of the following month.

#### **3.4 CONTRACTOR'S REMEDIES**

**3.4.1** If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

### **ARTICLE 4 SUBCONTRACTOR**

#### **4.1 EXECUTION AND PROGRESS OF THE WORK**

**4.1.1** The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Owner's own forces.

**4.1.2** The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

**4.1.3** The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

**4.1.4** The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

**4.1.5** The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

**4.1.6** The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

**4.1.7** The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.



**4.1.8** The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

#### **4.2 LAWS, PERMITS, FEES AND NOTICES**

**4.2.1** The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

**4.2.2** The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

#### **4.3 SAFETY PRECAUTIONS AND PROCEDURES**

**4.3.1** The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

**4.3.2** If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

**4.3.3** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

**4.3.4** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 4.3.3 and has not been rendered harmless. provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.



#### **4.4 CLEANING UP**

**4.4.1** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

**4.4.2** As provided under Subparagraph 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

#### **4.5 WARRANTY**

**4.5.1** The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

#### **4.6 INDEMNIFICATION**

**4.6.1** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.6.

**4.6.2** In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **4.7 REMEDIES FOR NONPAYMENT**

**4.7.1** If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon *seven* additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.



## **ARTICLE 5 CHANGES IN THE WORK**

**5.1** The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract.

**5.2** The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

**5.3** The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

## **ARTICLE 6 MEDIATION AND ARBITRATION**

### **6.1 MEDIATION**

**6.1.1** Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**6.1.2** The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**6.1.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **6.2 ARBITRATION**

**6.2.1** Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to



arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.

**6.2.2** Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

**6.2.3** A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

**6.2.4** Limitation on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**6.2.5** Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

**6.2.6** Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT**

### **7.1 TERMINATION BY THE SUBCONTRACTOR**

**7.1.1** The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment or Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

### **7.2 TERMINATION BY THE CONTRACTOR**

**7.2.1** If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice and without prejudice to



any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

**7.2.2** If the Owner terminates the Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor.

**7.2.3** Upon receipt of written notice of termination, the Subcontractor shall:

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

**7.2.4** In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE**

**7.3.1** The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

**7.3.2** An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible;
- .2 that an equitable adjustment is made or denied under another provision of this Subcontract.

### **7.4 ASSIGNMENT OF THE SUBCONTRACT**

**7.4.1** In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

**7.4.2** The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.



**ARTICLE 8 THE WORK OF THIS SUBCONTRACT**

**8.1** The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

Furnish all labor, including all overtime labor as required to maintain the project schedule. Furnish Supervision, coordination, materials, equipment, taxes, and all incidentals to provide and install the complete **Pre-Engineered Metal Building. Original Subcontract Amount Changed because of a Direct Purchase Order Amount of \$36,214.00 as described in the complete contract documents as prepared by PBS&J dated including all addendum and to include alternates as accepted by the Owner.**

<b>Pre-Engineered Metal Building</b>	
<b>Original Contract Amount</b>	<b>\$67,000.00</b>
<b>Direct Purchase Order</b>	<b>(\$36,214.00)</b>
<b>Total Adjusted Subcontract Amount:</b>	<b>\$30,786.00</b>

**ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**9.1** The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

6/28/2010

**9.2** Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**9.3** The Work of this Subcontract shall be substantially completed not later than

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. with the minimum measure of damages of \$ for each calendar day with the maximum being any associated costs, including damages incurred by the contractors need to supplement the Subcontractor in labor, materials, and equipment in the performance of his work which remains unfulfilled beyond the date allowed by the project schedule and the dates allowed by the contract.

**9.4** With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

**9.5** No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Paragraph 5.3.

**ARTICLE 10 SUBCONTRACT SUM**

**10.1** The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of **THIRTY THOUSAND SEVEN HUNDRED EIGHTY SIX DOLLARS AND NO CENTS Dollars (\$30,786.00)**, subject to additions and deductions as provided in the Subcontract Documents including Owner Direct Purchase for materials as described in the contract documents.

**10.2** The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:



**10.3** Unit prices, if any, are as follows:

**ARTICLE 11 PROGRESS PAYMENTS (See Attached forms to be used)**

**11.1** Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

**11.2** The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:  
**The Subcontractor is to invoice for the completed work from the twentieth (20th) of the previous month to the twentieth (20th) of the present month.**

**11.3** Provided an application for payment is received by the Contractor not later than the 18th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment within three working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Paragraphs 11.7, 11.8 and 11.9.  
Unless payments to the subcontractor are withheld as provided by articles of this subcontract.

**11.4** If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

**11.5** Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

**11.6** Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

**11.7** Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:



**11.7.1** Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work which have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

**11.7.2** Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

**11.7.3** Subtract the aggregate of previous payments made by the Contractor; and

**11.7.4** Subtract amounts, if any, calculated under Subparagraph 11.7.1 or 11.7.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor.

**11.8** Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

**11.9 SUBSTANTIAL COMPLETION**

**11.9.1** When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

**ARTICLE 12 FINAL PAYMENT (See Attached forms to be used)**

**12.1** Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.



**12.2** Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

**ARTICLE 13 INSURANCE AND BONDS (See sample attached)**

**13.1** The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

The limits and coverage required are per the terms and conditions of the project documents. A Certificate of Insurance must be submitted and approved prior to commencing work on site and before any progress payments will be made to the subcontractor. Damages caused by the delay of receipt of the proper insurance certificates from the Subcontractor will be the subcontractors responsibility. The Insurance Certificate must be on the proper Accord form.

**13.2** Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

**13.3** Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

**13.4** The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

**13.5** The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

**13.6** Performance Bond and Payment Bond:  
Not Required

**13.7 PROPERTY INSURANCE**

**13.7.1** When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

**13.7.2** If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.



**13.7.3** Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

**13.8 WAIVERS OF SUBROGATION**

**13.8.1** The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2.) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS**

**14.1** The Contractor shall furnish and make available to the Subcontractor the following temporary facilities, equipment and services; these shall be furnished at no cost to the Subcontractor unless otherwise indicated below:

**14.2** Specific working conditions:

All work to be performed and shall abide by OSHA requirements, the General Contractors (Nassau County BOCC) safety policies and AC General, Inc.'s safety policies. If the requirements of two or more are in variance, the more stringent requirement shall apply. The Subcontractor is required to provide daily cleanup of debris and rubbish relating to or associated with his work. The Subcontractor shall be responsible for the lay-out, coordination with other trades, and corrections of his work. The Subcontractor shall furnish Daily Reports in the time and form as requested by the Contractor. The Subcontractor shall participate in meetings as required by the Contractor. The Subcontractor shall be solely responsible to the Contractor for all means, methods, techniques, sequences, and procedures for, coordination with others, for all portions of his work. The Subcontractor shall not enter into an agreement for the installation of his work by another entity without express consent of the Contractor. The Subcontractor shall reimburse the Contractor for any expenses, loss of profit, and damages, incurred from the result of the Subcontractors failure to comply with any portion of this contract.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**15.1** Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

**15.2** Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.



*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's, Contractor's and Subcontractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**15.3** Retainage and any reduction thereto is as follows: **10%**

**15.4** The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

**ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS**

**16.1** The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows:

**16.1.1** This executed edition of the Standard Form of Agreement between Contractor and Subcontractor;

**16.1.2** The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement:

**16.1.3** The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
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**16.1.4** Other Documents, if any, forming part of the Subcontract Documents are as follows:

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**AC GENERAL, INC. (Signature)**  
John Michael Johnston, Director

\_\_\_\_\_  
**Harrell Construction, Inc. (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

