

AGREEMENT

THIS AGREEMENT is dated as of the 17th day of August in the year 2016 by and between the Nassau County Board of County Commissioners (Owner) and SGS Contracting Services, Inc., located at 14207 NW State Road 45, High Springs, FL 32643 (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows but not limited to:

PART A – This project proposes to rehabilitate the headworks. The work to be performed is generally described as Headworks Rehabilitation and includes but not limited to:

PART A.1: Removal of existing headworks equipment and installation of new headworks including one (1) influent splitter box, one (1) rotary drum screen, and one (1) effluent splitter box, electrical, instrumentation and control, and related appurtenances. Installation of handrails, railings, grating, walkways and steps.

PART A.2: Removal and replacement of the existing rotary drum screen grit chute

PART A.3: Concrete repairs.

All work shall be in accordance with the construction specifications, and contract documents.

PART B – This project consists of replacement of all aboveground air piping at the aeration/surge tank. The work to be performed is generally described as Aeration Piping Replacement and includes but not limited:

Site furnishing of all equipment, labor, materials and supervision necessary for replacement of all aboveground air piping at the WWTF aeration/surge tank, including but not limited to all demolition, proper disposal, concrete restoration, pipe, valve, pipe supports, and accessories and haul operations, all associated materials, labor and equipment, and all incidental work as called for in the Contract Documents complete and in place. The Contractor shall furnish, install, test and place in operation the above ground air piping system shown on the exhibits and specified hereinafter. All applicable sections of Nassau County Standard Specifications shall be considered part of this work. All references to Industry Standards (ASTM, ANSI, etc.) shall be to the latest revision unless otherwise stated. Only those materials included in the Contract Documents shall be installed. All materials shall be new. All piping, valves, pipe supports and accessories shall require a complete shop drawing submittal including piping laying schedule to

confirm dimensions, lengths, and types of all piping, fittings, valves, and accessories, as detailed in this specification for review and approval prior to the start of construction.

ALTERNATES:

ALTERNATE NO.1 – Furnishing of all equipment, labor, materials and supervision necessary to install an 8-inch stainless steel butterfly valve with nut actuator.

All work shall be in accordance with the construction specifications and contract documents.

ARTICLE 2 - THE PROJECT

- 2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

NASSAU AMELIA UTILITIES (NAU) WASTEWATER TREATMENT FACILITY (WWTF)
PART A - HEADWORKS REHABILITATION
PART B - AERATION PIPING REPLACEMENT
Bid Number NC 16-008
Nassau County, Florida

ARTICLE 3 - ENGINEER OF RECORD

- 3.01** The Project has been designed by GAI Consultants, Inc., who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 246 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General

Conditions within 30 calendar days from the date of substantial completion. Total contract time shall be 276 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 276 calendar days.

4.03 Liquidated Damages

A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 The County shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows: See Section 00 41 15, Bid Form equal to the sum of the amounts determined pursuant to Article 14 "Payments to Contractor and Completion" of the General Conditions and Paragraphs 5.01A and 5.01 B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (excluding ALTERNATE NO. 2 and attached hereto as an exhibit) for the prices stated in the Contractor's Bid as follows:

Part A – Total Bid Part A Lump Sum (Items A.1 to A.3)	\$ 272,562.00
Part B – Total Bid Part B Lump Sum (Items B.1 to B.2)	\$ 340,150.00
Alternate No. 1	<u>\$ 3,500.00</u>
Total:	\$ 616,212.00

Six hundred sixteen thousand two hundred twelve dollars and no cents (\$616,212.00)

(use words)

(figures)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by

Engineer of Record as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the County as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of the Work completed (with the balance being retainage)
 - b. At 70% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 70% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
 - 2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County

may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record as provided in said Paragraph 14.07. Final release of retainage and acceptance of the project must be approved by the Nassau County Board of County Commissioners.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce the County to enter into this Agreement Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or

contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award

- c. Project Manual table of contents
 - d. Performance Bond
 - e. Payment Bond
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR'S release
 - i. Drawings and plans
 - j. Supplemental Agreements
 - k. CONTRACTOR'S Waiver of Lien (Partial)
 - l. CONTRACTOR'S Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety to Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to the County and Contractor. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

Nassau County Board of County Commissioners

Signed: Walter J. Boatright

Title: Chairman

Date: 8-17-16

Attest: [CORPORATE SEAL] MRS BOATRIGHT

Title: Ex-Officio Clerk

Address for giving notices:

Nassau County Board of County Commissioners

96135 Nassau Place, Suite 1

Yulee, FL 32097

Phone: 904-530-6010 FAX: 904-321-5784

CONTRACTOR

SGS CONTRACTING SERVICES, INC.

Signed: [Signature]

Title: PRESIDENT

Date: 7/27/16

Attest: [CORPORATE SEAL] [Signature]

Title: Secretary

Address for giving notices:

SGS Contracting Services, Inc.

14207 NW State Road 45

High Springs, FL 32643

Phone: 352-745-6950 FAX: N/A

License CGC1514772 / CUC1225090

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:

[Signature]
Signature

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Append to CS15-222
CM 2348

NOTICE OF AWARD

TO: SGS Contracting Services, Inc.
CONTRACTOR
14207 NW State Road 45
ADDRESS
High Springs, FL 32643
CITY STATE ZIP

PROJECT: NAU Headworks Rehabilitation & Aeration Piping Replacement Projects
NAME

The Nassau County Board of County Commissioners has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids July 20, 2016.

You are hereby notified that your Bid has been accepted for item Part A – Headworks Rehabilitation in the amount of \$272,562.00, Part B – Aeration Piping Replacement in the amount of \$340,150.00 and Alternate No. 1 in the amount of \$3,500.00, for a total award amount of \$616,212.00. You are required to furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you. Bonds are required to be recorded at cost to the Contractor. The Clerk of Court does not accept company or personal checks unless the signee is present and can provide identification.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Award, executed Agreement, Bonds, and Insurance Certificates to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

Dated this 17th day August, 2016.

Nassau County Board of County Commissioners

BY: Walter J. Boatright

TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Seth Simmons
this 26th day of August, 2016

BY: Seth TITLE: PRESIDENT

append to
CS-15-222

Invitation to Bid (ITB) NAU Headworks Rehabilitation & Aeration Piping Replacement NC16-008

SECTION 00 61 15

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SGS Contracting Services, Inc. 14207 NW SR 45 High Springs, FL 32643 (352) 745-6950	SURETY (Name, and Address of Principal Place of Business): Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950 (800) 765-9749
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OWNER (Name and Address):
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097
(904) 530-6010

CONTRACT

Effective Date of Agreement: August 17th, 2016
Amount: \$616,212.00 (Six Hundred Sixteen Thousand Two Hundred Twelve and 00/100ths Dollars)
Description (*Name and Location*): Nassau Amelia Utilities (NAU) Wastewater Treatment Facility (WWTF)
Part A - Headworks Rehabilitation
Part B - Aeration Piping Replacement
Bid Number NC 16-008, Nassau County, Florida

BOND

Bond Number: PB12220500041
Date (*Not earlier than Effective Date of Agreement*): August 25, 2016
Amount: \$616,212.00 (Six Hundred Sixteen Thousand Two Hundred Twelve and 00/100ths Dollars)
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

SGS Contracting Services, Inc. (Seal)
Contractor's Name and Corporate Seal

Philadelphia Indemnity Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Seth Sumner
Print Name

Allyson Foss
Print Name

PRESIDENT
Title

Attorney-In-Fact & Florida
Licensed Resident Agent
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

SECRETARY
Title

Witness
Title

Inquiries: (321) 800-6594

Note: Provide execution by additional parties, such as joint venturers, if necessary.

EJCDC No. C-610 (2007 Edition)

**Originally prepared through the joint efforts of the Surety Association of America,
Engineers Joint Contract Documents Committee, the Associated General Contractors of
America, and the American Institute of Architects.**

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and

Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker: JCA Surety Group, LLC, 941 W. Morse Blvd., Ste 100, Winter Park, FL 32789, (321) 800-6594

Owner's Representative (*Engineer or other party*): GAI Consultants, Inc. 1301 Riverplace Blvd., Ste 900
Jacksonville, FL 32207, (904) 363-1110

END OF SECTION

Invitation to Bid (ITB) NAU Headworks Rehabilitation & Aeration Piping Replacement NC16-008

SECTION 00 61 16

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SGS Contracting Services, Inc.
14207 NW SR 45
High Springs, FL 32643
(352) 745-6950

SURETY (Name, and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
(800) 765-9749

OWNER (Name and Address):

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1, Yulee, FL 32097
(904) 530-6010

CONTRACT

Effective Date of Agreement: August 17, 2016

Amount: \$616,212.00 (Six Hundred Sixteen Thousand Two Hundred Twelve and 00/100ths Dollars)

Description (Name and Location): Nassau Amelia Utilities (NAU) Wastewater Treatment Facility (WWTF)

Part A - Headworks Rehabilitation

Part B - Aeration Piping Replacement

BOND

Bond Number: PB12220500041

Bid Number NC 16-008, Nassau County, Florida

Date (Not earlier than Effective Date of Agreement): August 25, 2016

Amount: \$616,212.00 (Six Hundred Sixteen Thousand Two Hundred Twelve and 00/100ths Dollars)

Modifications to this Bond Form:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

SGS Contracting Services, Inc. (Seal)
Contractor's Name and Corporate Seal

Philadelphia Indemnity Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

SEVA Simons
Print Name

Allyson Foss
Print Name

PRESIDENT
Title

Attorney-In-Fact & Florida
Licensed Resident Agent
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

SECRETARY
Title

Witness
Title

Inquiries: (321) 800-6594

Note: Provide execution by additional parties, such as joint venturers, if necessary.

EJCDC No. C-615(A) (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under

this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker: JCA Surety Group, LLC, 941 W. Morse Blvd., Ste 100, Winter Park, FL 32789, (321) 800-6594

Owner's Representative (Engineer or other): GAI Consultants, Inc. 1301 Riverplace Blvd., Ste 900
Jacksonville, FL 32207, (904) 363-1110

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Alvizon Foss and Jorge L. Bracamonte of JCA Surety Group, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

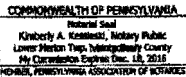
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August 2014



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NOTICE TO PROCEED

TO: SGS Contracting Services, Inc.
CONTRACTOR
14207 NW State Road 45
ADDRESS
High Springs, FL 32643
CITY STATE ZIP

PROJECT: NAU Headworks Rehabilitation & Aeration Piping Replacement Projects
Contract No. CM2348/Bid No. NC16-008
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated August 17, 2016.

The Contract time for Substantial Completion is 276 consecutive calendar days from the date of commencement.

The Contract time for Final Completion is 30 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run on or before October 17, 2016.

The date of Substantial Completion is June 20, 2017.

The date of Final Completion is July 20, 2017.

Nassau County Board of County Commissioners
BY: [Signature]
TITLE: Public Work Director
DATE: 10/12/16

16 OCT 21 AM 1:21
RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

this 17th day of OCTOBER, 2016.

BY: [Signature]
TITLE: PRESIDENT