



ADDENDUM #03

PROJECT:	SJRSC – Library Renovation	DATE:	02/20/2024
OWNER:	St Johns River State College	PROJECT NO.:	23025
CONTRACTOR:	TBD		

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged.

The information contained in this **ADDENDUM 03** shall supersede the construction documents issued on 10/26/2023 and all previously issued Addendums.

Note: Acceptance of this Addendum must be indicated in Contract and/or Bid form.

Question/Answer:

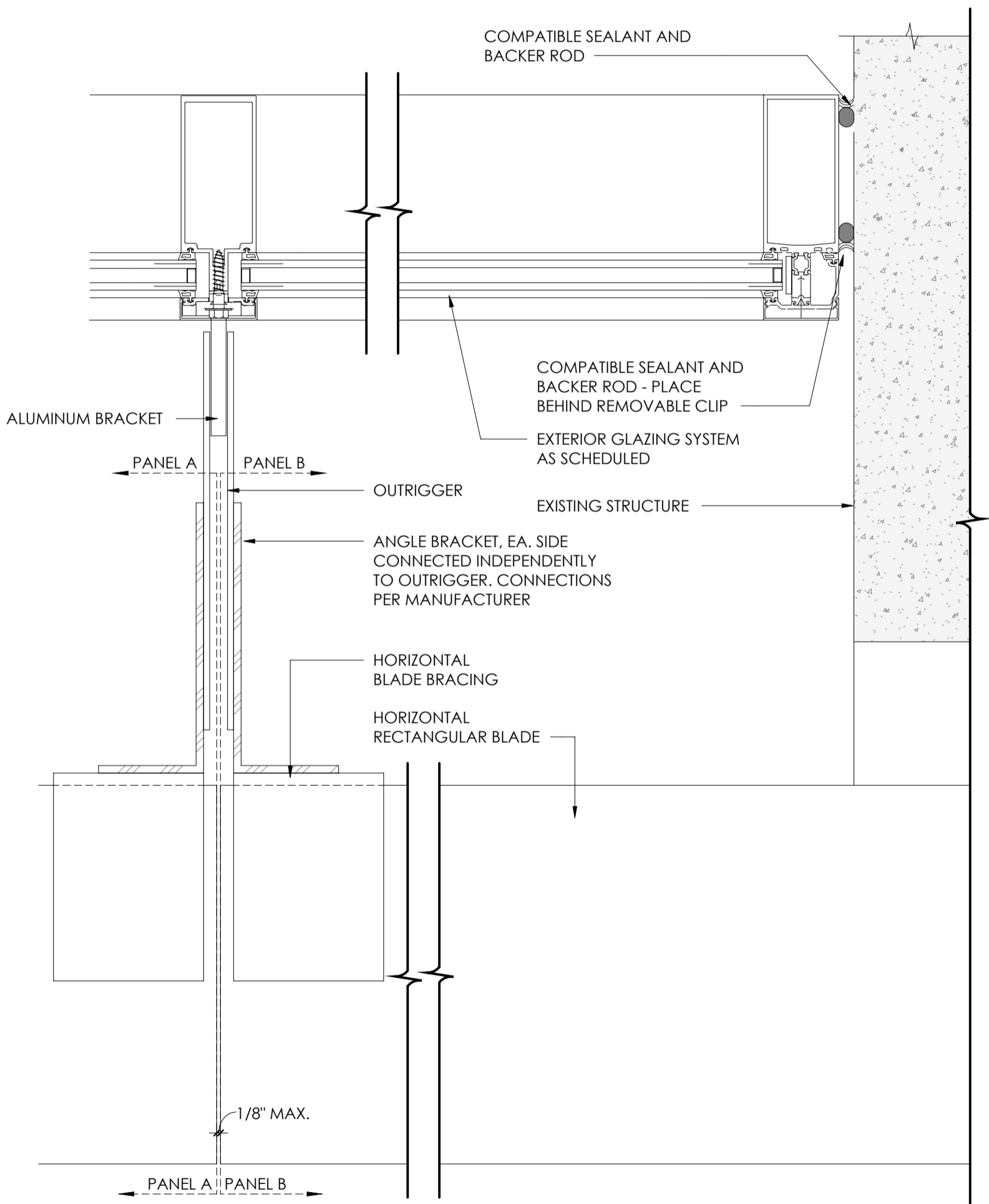
- 1** **Question:** The bid form states that a trench safety certification is required but I do not have section 00 43 31 or a form to fill out. Please advise.
Answer: The correct section of the specification document is Section 00 22 18. A revised Bid Form is included in this addendum. Also, additional forms (see attachments) required to be completed and added to bid submittal package:
- Public Entity Crimes Form
 - Drug Free Workplace Program Form
 - Conflict of Interest Disclosure Form
 - Non-Discrimination in Employment Policy Form
 - Hold Harmless and Indemnification Agreement Form


Drawings List:

- SK-1** Sunshade Attachment at Curtain Wall. The Sunshades for this project have been modified to incorporate a modular panelized design to accommodate curtain wall maintenance per St. Johns River State College request.
- SK-2** Sunshade Panel Assembly. The Sunshades for this project have been modified to incorporate a modular panelized design to accommodate curtain wall maintenance per St. Johns River State College request.

Specifications:

- 09 9100** Painting. Updated Spec, including MasterProtect coatings at exterior concrete and brick.
- 00 4113** Bid Form – Stipulated Sum



PROJECT ST. JOHNS RIVER STATE COLLEGE - LIBRARY RENOVATION	PROJECT NO. 23025	DATE: 01/23/08	SKETCH NO. SK1
PURPOSE OF SKETCH SUNSHADE ATTACHMENT AT CURTAIN WALL	ISSUED FOR: REVIEW	SHT. REFERENCE: -	
		Kasper Architects + Associates 10175 Fortune Parkway, Suite 701 Jacksonville, FL 32256 PH 904.683.9201 FAX 904.683.9702 FL LICENSE NO: AA26000802	

GENERAL NOTES:

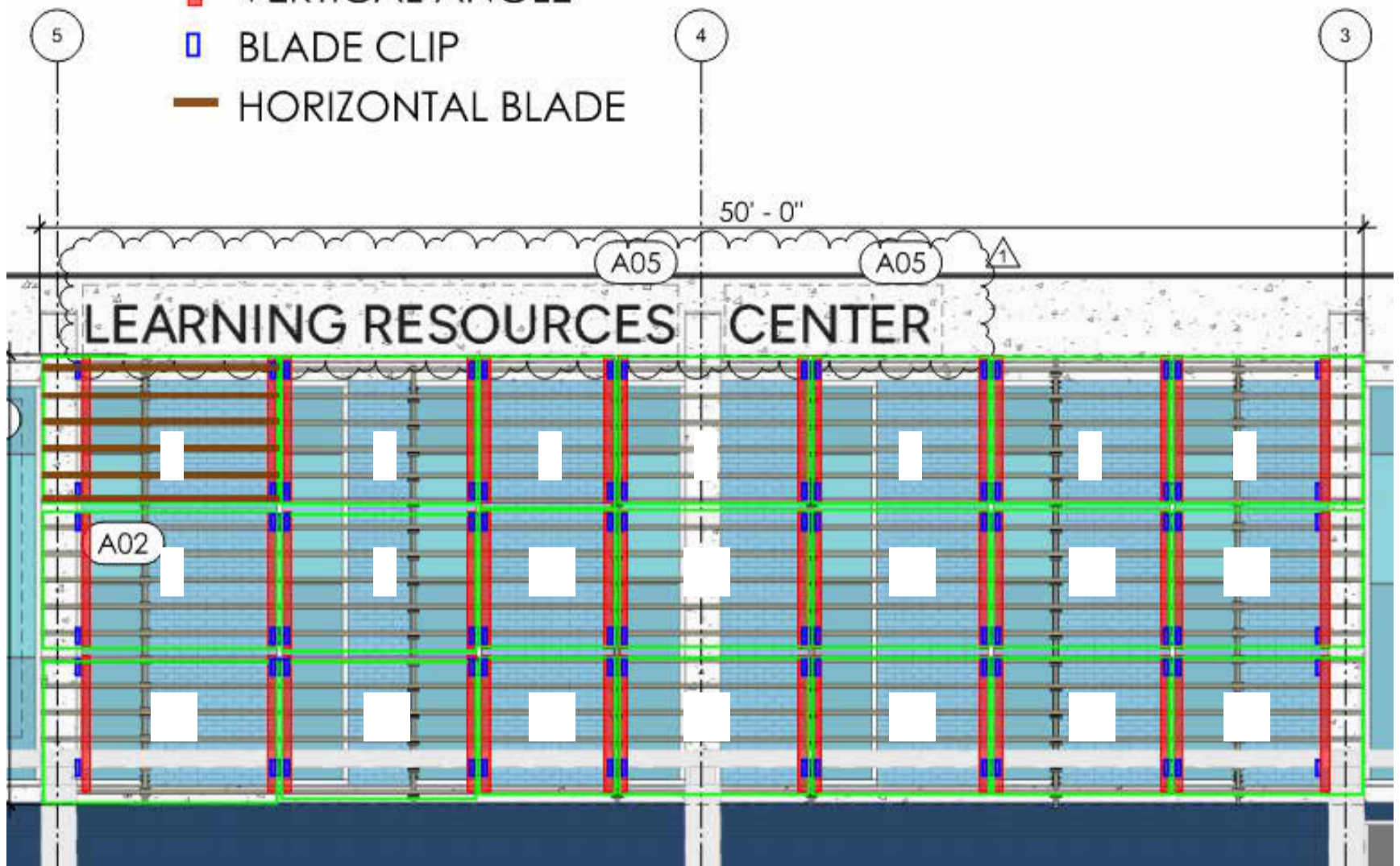
1. THE SUNSHADES FOR THIS PROJECT HAVE BEEN MODIFIED TO ACCOMODATE CURTAIN WALL MAINTENANCE PER ST. JOHNS RIVER STATE COLLEGE REQUEST.
2. THE DESIGN HAS BEEN MODIFIED TO INCORPORATE A MODULAR PANELIZED SUNSHADE SYSTEM.
 - A. EACH PANEL (GREEN) CONTAINS AN ANGLE (RED) AT EACH END THAT HOLD THE BLADE CLIPS (BLUE) AND HORIZONTAL BLADES (BROWN) THAT ARE CONTAINED PER PANEL.
 - B. THIS DESIGN ALLOWS FOR REMOVAL OF EACH PANEL INDEPENDENTLY OF THE OVERALL SYSTEM.
 - C. JOINTS AT HORIZONTAL BLADES AT EACH MODULAR PANEL SHALL BE NO GREATER THAN 1/8".

OUTLINE OF MODULAR PANEL

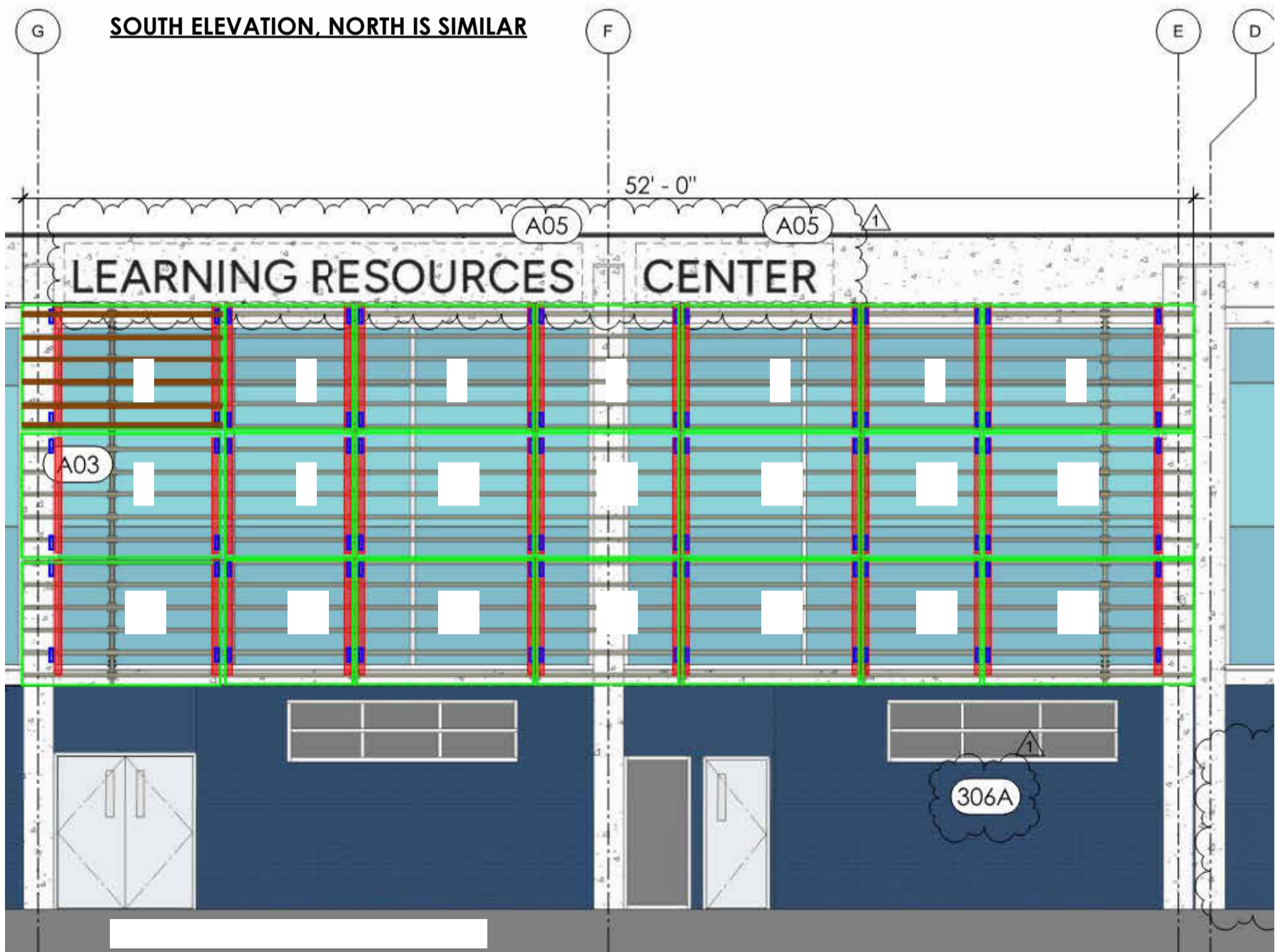
VERTICAL ANGLE

BLADE CLIP

HORIZONTAL BLADE



SOUTH ELEVATION, NORTH IS SIMILAR



PROJECT
ST. JOHNS RIVER STATE COLLEGE - LIBRARY RENOVATION

PURPOSE OF SKETCH
SUNSHADE PANEL ASSEMBLY

PROJECT NO.
23025

ISSUED FOR:
REVIEW

DATE:
01/23/08

SHT. REFERENCE:
-

SKETCH NO.

SK2



Kasper Architects + Associates
10175 Fortune Parkway, Suite 701 | Jacksonville, FL 32256
PH 904.683.9201 FAX 904.683.9702
FL LICENSE NO: AA26000802

SECTION 09 9100 PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation and field application of paints.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Manufacturer's data on materials proposed for use including:
 - a. Product designation and grade.
 - b. Product analysis and performance characteristics.
 - c. Standards compliance.
 - d. Material content.
 - e. Mixing and application procedures.
 - 2. Samples:
 - a. 3 x 6 inch samples of each coating system on representative substrate. Step back successive coats so that all coats remain exposed. Indicate type of material used for each coat.
 - 3. Paint Schedule: Indicate types and locations of each surface, paint materials, and number of coats to be applied.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 3 years documented experience in work of this Section.
- B. Materials, Preparation, and Workmanship: Conform to MPI Painting Manual.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Container Labels: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage rates, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- B. Paint Materials: Store at ambient temperature from 45 to 90 degrees F in ventilated area, or as required by manufacturer's instructions.

1.5 PROJECT CONDITIONS

- A. Do not apply materials when surface and ambient temperatures or relative humidity are outside ranges required by paint manufacturer.

- B. Maintain ambient and substrate temperatures above manufacturer's minimum requirements for 24 hours before, during, and after paint application.
- C. Do not apply materials when relative humidity is above 85 percent or when dew point is less than 5 degrees F different than ambient or surface temperature.
- D. Provide lighting level of 30 footcandles at substrate surface.

1.6 MAINTENANCE

- A. Extra Materials: 1 gallon of each color and sheen.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Benjamin Moore and Co. (www.benjaminmoore.com)
 - 2. PPG Architectural Finishes, Inc. (www.pittsburghpaints.com)
 - 3. Sherwin Williams. (www.sherwin-williams.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Paints:
 - 1. As scheduled at end of Section, or approved substitute.
 - 2. Free from all forms of lead and mercury.
- B. Maximum Volatile Organic Compound (VOC) Content for interior paints, coatings, and accessories, tested to ASTM D6886:
 - 1. Primers: 100 grams per liter.
 - 2. Flat paints and coatings: 50 grams per liter.
 - 3. Non-flat paints and coatings: 50 grams per liter.
 - 4. Rust preventative coatings: 100 grams per liter.
 - 5. Clear wood finishes: 275 grams per liter.
 - 6. Stains: 100 grams per liter.
 - 7. Dryfall coatings: 150 grams per liter.

C. Gloss Ratings:

Gloss Designation	Units at 60 Degrees	Units at 85 Degrees
Flat	0 to 5	Maximum 10
Eggshell	10 to 25	10 to 35
Satin	20 to 35	Minimum 35
Semigloss	35 to 70	
Gloss	70 to 85	

High Gloss

Minimum 85

2.3 ACCESSORIES

- A. Accessory Materials: Paint thinners and other materials required to achieve specified finishes; commercial quality.
- B. Patching Materials: Latex filler.
- C. Fastener Head Cover Materials: Latex filler.

2.4 MIXES

- A. Deliver paints pre-mixed and pre-tinted.
- B. Uniformly mix to thoroughly disperse pigments.
- C. Do not thin in excess of manufacturer's recommendations.
- D. Re-mix paint during application; ensure complete dispersion of settled pigment and uniformity of color and gloss.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test shop applied primer for compatibility with subsequent coatings.
- B. Measure moisture content of surfaces using electronic moisture meter. Do not apply coatings unless moisture content of surfaces are below following maximums:
 - 1. Gypsum board: 12 percent.
 - 2. Wood: 15 percent, measured to ASTM D4442.

3.2 PREPARATION

- A. General:
 - 1. Protect adjacent and underlying surfaces.
 - 2. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
 - 3. Correct defects and clean surfaces capable of affecting work of this section.
 - 4. Seal marks that may bleed through surface finishes with shellac.
- B. Impervious Surfaces: Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow to dry.
- C. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- D. Galvanized Steel: SSPC Method SP1 - Solvent Cleaning.
- E. Aluminum: SSPC Method SP1 - Solvent Cleaning.
- F. Uncoated Ferrous Metals: SSPC Method SP2 - Hand Tool Cleaning or Method SP3 - Power Tool Cleaning.
- G. Shop Primed Ferrous Metals:
 - 1. SSPC Method SP2 - Hand Tool Cleaning or Method SP3 - Power Tool Cleaning.
 - 2. Feather edges to make patches inconspicuous.
 - 3. Prime bare steel surfaces.

- H. Interior Wood:
 - 1. Wipe off dust and grit.
 - 2. Seal knots, pitch streaks, and sappy sections with sealer.
 - 3. Fill nail holes and cracks after primer has dried; sand between coats.
- I. Exterior Wood:
 - 1. Remove dust, grit, and foreign matter.
 - 2. Seal knots, pitch streaks, and sappy sections.

3.3 APPLICATION

- A. Apply paints in accordance with manufacturer's instructions and MPI Painting Manual, Custom Grade finish requirements.
- B. Apply primer or first coat closely following surface preparation to prevent recontamination.
- C. Do not apply finishes to surfaces that are not dry.
- D. Apply coatings to minimum dry film thickness recommended by manufacturer.
- E. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- F. Apply coatings to uniform appearance without laps, sags, curtains, holidays, and brush marks.
- G. Allow applied coats to dry before next coat is applied.
- H. When required on deep and bright colors apply an additional finish coat to ensure color consistency.
- I. Continue paint finishes behind wall-mounted accessories.
- J. Sand between coats on interior wood and metal surfaces.
- K. Match final coat to approved color samples.
- L. Where clear finishes are specified, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.
- M. Prime concealed surfaces of exterior wood and interior wood in contact with masonry or cementitious materials with one coat primer paint.
- N. Mechanical and Electrical Components:
 - 1. Paint factory primed equipment.
 - 2. Remove unfinished and primed louvers, grilles, covers, and access panels; paint separately.
 - 3. Paint exposed and insulated pipes, conduit, boxes, ducts, hangers, brackets, collars, and supports unless factory finished.
 - 4. Do not paint name tags or identifying markings.
 - 5. Paint exposed conduit and electrical equipment in finished areas.
 - 6. Paint duct work behind louvers, grills, and diffusers flat black to minimum of 18 inches or beyond sight line.
- O. Do not Paint:
 - 1. Surfaces indicated on Drawings or specified to be unpainted or unfinished.
 - 2. Surfaces with factory applied finish coat or integral finish.
 - 3. Architectural metals, including brass, bronze, stainless steel, and chrome plating.

3.4 ADJUSTING

- A. Touch up or refinish disfigured surfaces.

3.5 CLEANING

- A. Remove paint from adjacent surfaces.

3.6 PAINT SCHEDULE

- A. Types of paint listed herein are set forth as standard of quality and type of coating required for each type of surface.
 - 1. Paint exposed surfaces of types listed in Paint Schedule.
 - 2. Paint other exposed surfaces not specifically listed with not less than two coats of appropriate type of coating.
- B. Prime coat consists of touch up on shop primed and existing surfaces with intact coatings.

SUBSTRATE	MANUFACTURER	PRIMER	TOP COATS
Exterior Surfaces			
Concrete and Brick	Master Builders Solutions	One Coat MasterProtect HB 200	One Coat MasterProtect C 350
Ferrous and Galvanized Metals	Sherwin Williams	One coat All Surface Enamel Latex Primer	Two coats SuperPaint Exterior Latex Enamel Coating
Interior Surfaces			
Gypsum Board, Latex Flat Finish	Sherwin Williams	One coat ProMar 200 Zero VOC Primer	Two coats ProMar 200 Interior Latex Flat Wall Paint
Gypsum Board, Latex Eggshell Enamel Finish	Sherwin Williams	One coat ProMar 200 Zero VOC Primer	Two coats ProMar 200 Interior Latex Eg-Shel Enamel
Gypsum board, Latex semi-gloss Enamel Finish	Sherwin Williams	One coat ProMar 200 Zero VOC Primer	Two coats ProMar 200 Interior Latex Semi-gloss Enamel
Gypsum board, Epoxy finish	Sherwin Williams	One coat ProMar 200 Zero VOC Primer	Two coats Pro Industrial Pre-Catalyzed Waterbased Epoxy Eg-Shel
Ferrous and Galvanized Metals	Sherwin Williams	One coat All Surface Enamel Latex Primer	Two coats ProClassic Interior Alkyd Semi-Gloss Enamel
Wood, Opaque, Latex Enamel Finish	Sherwin Williams	One coat PrepRite Wall and Wood Interior Primer/Undercoater	Two coats ProMar 200 Interior Latex Semi-Gloss Enamel
Wood, Transparent Finish	Sherwin Williams	One coat Wood Classics Interior Stain	Two coats Wood Classics Polyurethane Varnish, Satin

END OF SECTION

SECTION 00 41 13 – BID FORM – STIPULATED SUM

Place an "x" on the lines below of the documents attached to this form.

- _____ Copy of license to do business in the State of Florida
- _____ Section 00 22 18 – Trench Safety Certification
- _____ Section 00 43 32 – Non-Collusion Affidavit
- _____ Section 00 43 36 – List of Subcontractors
- _____ Section 00 61 00 – Bid Bond Form or Cashier's Check
- _____ Addendum #3 – Public Entity Crimes Form
- _____ Addendum #3 – Drug Free Workplace Form
- _____ Addendum #3 – Conflict Of Interest Disclosure Form
- _____ Addendum #3 – Non-Discrimination in Employment Form
- _____ Addendum #3 – Hold Harmless and Indemnification Agreement

The undersigned Bidder hereby declares that the only person or persons interested in this proposal as Principal is named herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without any connection with any person, company, or party submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has satisfied himself relative to the work to be performed and agrees to and by them.

NAME OF BIDDER

The Bidder proposes and agrees to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and services necessary to complete the work for BID-SJR-12-2023 for St. Johns River State College.

Base Bid: _____ (\$ _____)

Bid Alternate 1: _____ (\$ _____)
Exterior Sunshades: North Elevation

Bid Alternate 2: _____ (\$ _____)
Exterior Sunshades: East Elevation

Bid Alternate 3: _____ (\$ _____)
Exterior Sunshades: South Elevation

Bid Alternate 4: _____ (\$ _____)
Exterior Sunshades: West Elevation

Bid Alternate 5: _____ (\$ _____)
Exterior Signage + Graphics

Bid Alternate 6: _____ (\$ _____)
Exterior Painting (first floor – deep navy blue)

The Bidder proposes and agrees hereby to commence the Work with an adequate force and equipment within seven (7) consecutive days after being notified by the Owner to do so and shall carry on at a rate to secure Substantial completion as indicated in the Supplementary Instructions to Bidders.

The Bidder agrees that Liquidated Damages in the amount as indicated in the Supplementary Instructions to Bidders for each day the work remains incomplete, shall be assessed against him if the work is not completed within the above specified time limit.

Attached hereto is a Bid Bond in the sum of:

_____ Dollars (\$ _____)
made payable to the Owner.

The following Addenda were received:

Addendum _____, Dated _____ Addendum _____, Dated _____

Addendum _____, Dated _____ Addendum _____, Dated _____

Addendum _____, Dated _____ Addendum _____, Dated _____

Date: _____

Authorizing Signature: _____

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity, and capability to perform according to the conditions and specifications of BID-SJR-12-2023.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

St. Johns River State College
Library Restroom/Window Wall System, ADA/Life Safety Project
Palatka Campus
Bid Number: BID-SJR-12-2023

Final Revision 02/14/24

Authorized Signature: _____

Printed Name: _____

Title: _____

END OF SECTION 00 41 13

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor) is _____

2. My relationship to _____ (name of bidder or contractor) is: _____ (state relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or the contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Sworn to and subscribed before me in the state and county first mentioned above on the _____ of _____, 20__.

(affix seal)

Notary Public

My Commission Expires _____
PUR 7068 (8/89)

DRUG FREE WORKPLACE PROGRAM FORM

In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THIS STATEMENT, I CERTIFY THAT THIS FIRM,

(Name of Company)

COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Authorized Signature

Date

CONFLICT OF INTEREST DISCLOSURE FORM

Name of Firm

Instruction to bidder:

The purpose of this disclosure statement is to give the College the information needed to identify potential conflicts of interest for evaluation committee members and other key personnel involved in the award of the bid.

All responders to this bid must disclose within their response the name of any officer, director, or agent who is also an employee of St. Johns River State College or member of the District Board of Trustees. **Complete Item 1 with requested information or enter 'none' on the first line.**

In addition, all responders to this bid must disclose the name of any SJR State employee or member of the District Board of Trustees of St. Johns River State College who owns, directly or indirectly, an interest of more than five percent (5%) in the responder's firm or any of its branches. **Complete Item 2 with requested information or enter 'none' on the first line.**

To be completed by bidder:

1. List below the bidder's officers, directors, employees or agents who are also employees or members of the District Board of Trustees of St. Johns River State College?

Name

Position Held at SJR State

2. List below the bidder's officers, directors, employees, or agents who owns, directly or indirectly, any interest of more than five percent (5%) in the responder's firm or any of its branches, who are also employees or members of the District Board of Trustees of St. Johns River State College?

Name

Position Held at SJR State

Signature: _____

Date: _____

Printed Name: _____

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the Contractor agrees as follows:

"(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Bidder/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid and is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, Contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, Contractor, lessee, or vendor or any of consultant's, Contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or Contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, Contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal