

RESOLUTION NO. 2012 - 191

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 12-09 AND TO EXECUTE AN AGREEMENT FOR LEAD ABATEMENT & TANK REHABILITATION WWTF

**RECITALS**

WHEREAS, the County desires to enter into a contract with Tank ReHab.com, LLC to provide services for Lead Abatement & Tank Rehabilitation WWTF; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for lead abatement and tank rehabilitation; and

WHEREAS, through the County's formal bid process, Tank ReHab.com, LLC was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded through Players Club Plant Rehab 4457/4455/4459-56302-6812-56301; Marsh Landing Plant Rehab 4457-56302-6806-56301; Innlet Beach Plant Rehab 4457/4459-56302-6808-56301 and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 12-09 Lead Abatement & Tank Rehabilitation WWTF to Tank ReHab.com, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Tank ReHab.com, LLC on behalf of the County for the completion of the Lead Abatement & Tank Rehabilitation WWTF specifically provided in Bid No 12-09

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of July, 2012.

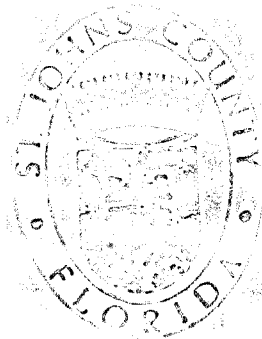
ATTEST: Cheryl Strickland, Clerk

By: Pam Halterma  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Chair

RENDITION DATE 7/19/12



**STANDARD AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR**  
(1992 EDITION, REVISED 5/19/11)

This Agreement is made \_\_\_\_\_, 2012 by and between St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 (hereafter referred to as the "Owner") and Tank ReHab.com, LLC, 830-13 A1A N., Suite 225, Ponte Vedra, FL 32086, (904) 608-6149 (p) (888) 253-8265 (f) hereinafter referred to as the "Contractor") under seal for Construction of Bid No.: 12-09 Lead Abatement & Tank Rehabilitation WWTF hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

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

**1.1 The Contract**

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

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Tank ReHab.com, LLC's Bid Proposal dated 6/13/12; Addenda 1,2 & 3; Bonds & Insurances.

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

**1.3 Entire Agreement**

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

**1.4 No Privity with Others**

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

**1.5 Intent and Interpretation**

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one

or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

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

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

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

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

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

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

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

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

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to

be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

## ARTICLE II THE WORK

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

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

*The Scope of Work for this project shall include lead abatement and rehabilitation of storage tanks at the Players Club and Innlet Beach wastewater treatment facilities in Ponte Vedra, FL. Lead abatement shall generally include removal, containment and disposal of lead paint as specified and rehabilitation of tanks includes but may not be limited to sandblasting, coating, painting, miscellaneous repair of tanks, beams and filters as specified. A third plant, Marsh Landing, is being included as Bid Alternate #1 and will include work similar in scope to the Players Club and Innlet Beach sites. All work will require compliance with all applicable laws, ordinances, rules and regulations of all Federal, State and Local agencies as well as close coordination with County personnel to maintain operation of the plants during the rehabilitation period. All work shall be performed in accordance with the specifications.*

## ARTICLE III CONTRACT TIME

### 3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **One Hundred & Fifteen (115)** consecutive calendar days. Final Completion shall be **Thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ **715.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer

applicable, as liquidated damages.

### **3.2 Substantial Completion**

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

### **3.3 Time is of the Essence**

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

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the **\$Three Hundred & Sixteen Thousand Nine Hundred & Dollars & XX/Cents (\$360,900.00)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**

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

### **5.2 Payment Procedure**

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

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until Owner has issued Final Acceptance.

5.2.3 On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

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

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

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

### **5.3 Withheld Payment**

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

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

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

comply with such demand.

#### **5.4 Unexcused Failure to Pay**

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

#### **5.5 Substantial Completion**

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

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

#### **5.6 Final Completion and Final Payment**

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

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

damages.

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

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

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

## **ARTICLE VI THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

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

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

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

### **6.2 Right to Stop Work**

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

### **6.3 Owner's Right to Perform Work**

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



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

**ARTICLE VII  
THE CONTRACTOR**

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

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

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

**7.4. Warranty**

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

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

**7.6 Supervision**

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

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

<b>Name</b>	<b>Function</b>
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the

contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

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

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

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

#### **7.9 Product Data and Samples**

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

#### **7.10 Cleaning the Site and the Project**

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

#### **7.11 Access to Work**

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

#### **7.12 Indemnity**

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

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

### **7.13 Safety**

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

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

## **ARTICLE VIII CONTRACT ADMINISTRATION**

### **8.1 Project Director**

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

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

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

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

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

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

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

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related

documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

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

## **8.2 Claims by the Contractor**

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

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

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

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not

reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

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

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

### **8.3 Field Orders**

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

## **ARTICLE IX SUBCONTRACTORS**

### **9.1 Definition**

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

### **9.2 Award of Subcontracts**

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

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

## **ARTICLE X**

## **CHANGES IN THE WORK**

### **10.1 Changes Permitted**

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

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

### **10.2 Change Order Defined**

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

### **10.3 Changes in the Contract Price**

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

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

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

### **10.4 Minor Changes**

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

Field Orders.

#### **10.5 Effect of Executed Change Order**

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

#### **10.6 Notice to Surety; Consent**

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

### **ARTICLE XI UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

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

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

#### **11.2 Correcting Work**

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

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

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of

the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

### **11.3 Owner May Accept Defective or Nonconforming Work**

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

## **ARTICLE XII CONTRACT TERMINATION**

### **12.1 Termination by the Contractor**

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

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

### **12.2 Termination by the Owner**

#### **12.2.1 For Convenience**

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

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

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



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

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

## **12.2.2 For Cause**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of

competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII INSURANCE**

### **13.1 Contractor's Insurance:**

13.1.1 For the duration of this Agreement, Contractor shall secure and maintain insurance coverage in the amounts and types provided in this section. Prior to commencement of the Work under this Agreement the Contractor's insurance coverage shall comply with the following insurance requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. Longshoreman's insurance, if applicable, must meet statutory limits.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
  - a. Premises/operations
  - b. Products/complete operations
  - c. Contractual liability
  - d. Independent contractors
  - e. Broad form property damage
  - f. X, C, U and personal injury with employment exclusion deleted
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
  - a. Owned autos
  - b. Hired autos
  - c. Non-owned autos
- d) Pollution Liability – coverage shall provide minimum limit of \$1,000,000.

#### Special Requirements

- a. Prior to execution of this Agreement, Contractor shall provide a certificate of insurance naming the County as **an additional insured on the commercial general liability, business auto liability, umbrella or excess liability policies.**
  - b. Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to insurance coverage required under this Agreement.
  - c. The certificate of insurance shall **note "Bid No.: 12-09 – Lead Abatement & Tank Rehabilitation WWTF"** in the description block of the certificate.
- a) It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements under this Agreement.
  - b) It is expressly noted that the insurance requirement contained herein are minimum requirements, subject to modification in response to high hazard operations.

**ARTICLE XIV  
MISCELLANEOUS**

**14.1 GOVERNING LAW AND VENUE**

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

**14.2 Successors and Assigns**

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

**14.3 Surety Bonds**

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

**14.4 Safety of Persons and Property**

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

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

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

**ARTICLE XV  
EQUAL EMPLOYMENT OPPORTUNITY**

**15.1 Contractor's Employment Opportunity**

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

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

## **ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS**

### **16.1 Apprenticeship Law (Chapter 446, Florida Statutes)**

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

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

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

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

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

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

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

## **ARTICLE XVII ACCESS TO RECORDS**

**17.1 Access To Records (Chapter 119, Florida Statues)**

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

**ARTICLE XVIII**  
**REVIEW OF RECORDS**

**18.1 Review of Records**

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

**{Remainder of page intentionally left blank}**

**Contract No.: 12-09 – Lead Abatement & Tank Rehabilitation WWTF**

**Owner**

St. Johns County (Seal)

(Typed Name)

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

Signature

Joe Burch, Purchasing Director  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Contractor**

Tank ReHab.com, LLC (Seal)

(Typed Name)

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

By:  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Assistant County Attorney

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



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

2446 Dobbs Road  
St. Augustine, Florida 32086

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**I N T E R O F F I C E   M E M O R A N D U M**

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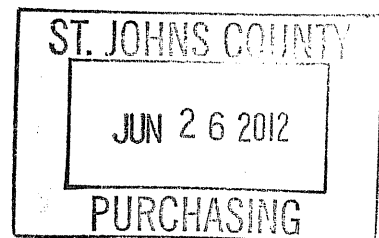
**TO:** Larry Miller, P.E., Chief Engineer  
**FROM:** Sharon Haluska, Contract Administrator *SH*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 12-09; Lead Abatement & Tank  
Rehabilitation Wastewater Treatment Facilities  
**DATE:** June 13, 2012

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

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

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

Dept. Approval *[Signature]*  
Date 6/21/12  
Budget Amount \_\_\_\_\_  
Account Funding Title *see attached*  
Funding Charge Code \_\_\_\_\_  
Award to Tank Rehab, com LLC  
Award Amount \$360,900.00



Players Club Plant Rehab	Cost Code	Budget
	4457-56302-6812-56301	\$175,750
	4455-56302-6812-56301	\$12,523
	4459-56302-6812-56301	\$59,000
	<u>Total</u>	<u>\$247,273</u>
Marsh Landing Plant Rehab	4457-56302-6806-56301	\$66,145
	<u>Total</u>	<u>\$66,145</u>
Innlet Beach Plant Rehab	4457-56302-6808-56301	\$35,000
	4459-56302-6808-56301	\$46,640
	<u>Total</u>	<u>\$81,640</u>
	Grand Total for 3 projects	<u>\$395,058</u>



BID NO.: 12-09

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA  
LUMP SUM BID PROPOSAL

PROJECT: LEAD ABATEMENT & TANK REHABILITATION WASTEWATER TREATMENT FACILITIES

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

DATE SUBMITTED: 6-13-12

BID PROPOSAL OF

Tank Rehab. Com LLC.

FULL LEGAL COMPANY NAME

830-13 AIA N. STE. 225, Ponte Vedra Bch FL 32082 904-608-6149

Address

Telephone No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Bid No. 12-09 Lead Abatement & Tank Rehabilitation Wastewater Treatment Facilities, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

**BASE BID #1:**

FOR: Players Club WWTF Lead Abatement & Tank Rehabilitation as per plans and specifications.

\$ 226,000.00  
Total Lump Sum Bid Price (Numerical)

Two Hundred twenty six thousand /100 Dollars  
(Amount written or typed in words)

**BASE BID #2:**

FOR: Innlet Beach WWTF Lead Abatement & Tank Rehabilitation as per plans and specifications

\$ 74,900.00  
Total Lump Sum Bid Price (Numerical)

Seventy Four thousand nine Hundred /100 Dollars  
(Amount written or typed in words)

**SUB-TOTAL LUMP SUM BID:**

**FOR:** Base Bid #1 + Base Bid #2:

\$ 300,900.00  
Total Lump Sum Price (Numerical)

THREE Hundred thousand nine hundred /100 Dollars  
(Amount written or typed in words)

**ALTERNATE #1:**

**FOR:** Marsh Landing WWTF Lead Abatement & Tank Rehabilitation as per plans and specifications

\$ 60,000.00  
Total Lump Sum Bid Price (Numerical)

Sixty thousand /100 Dollars  
(Amount written or typed in words)

**TOTAL LUMP SUM BID:**

**FOR:** Base Bid #1 + Base Bid #2 + Alternate #1:

\$ 360,900.00  
Total Lump Sum Price (Numerical)

THREE hundred sixty thousand nine hundred /100 Dollars  
(Amount written or typed in words)

It is the intent of the Owner to award a contract to the lowest responsible Bidder based upon the Total of Base Bid #1 + Base Bid #2 + Alternate #1 and provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project. It is further intended that Bid Alternate #1 may be awarded via Contract Change Order contingent upon the availability and approval of additional funding and provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents. A Contract Change Order to the original contract will be issued for Bid Alternate #1 solely contingent upon the availability of additional funding.

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion shall be 115 consecutive calendar days as shown in the official Notice to Proceed issued by the Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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

No.: 1 Date Received: 5-11-12

No.: 2 Date Received: 5-23-12

No.: 3 Date Received: 6-6-12

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within 115 consecutive calendar days within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: Tank Rehab.com LLC. (Seal)

By: [Signature] Tom Donovan Managing Member  
(Name & Title typed or printed)

By: \_\_\_\_\_  
(Name & Title typed or printed)

Address: 830-13 AIA N. Ste 225, Ponte Vedra Bch FL 32082

Telephone No.: (904) 608-6149 Fax No.: (888) 253-8265

Email Address for Authorized Company Representative: tom@tankrehab.com

Federal I.D. Tax Number: 20-4237990 DUNS #: 010527871

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Bid Proposal Attachments:
- "A" - Affidavit
  - "B" - List of Proposed Subcontractors
  - "C" - Certificate as to Corporate Principal
  - "D" - Certificate of Compliance with Florida Trench Safety Act
  - "E" - License/Certification List
  - "F" - Qualifications Statement
  - "G" - References
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F", "G" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 12-09

ATTACHMENT "A"

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Tom Donovan who being duly sworn, deposes and says he is Managing Member / OWNER (Title) of the firm of Tank Rehab.com LLC. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 12-09, for Lead Abatement & Tank Rehabilitation Wastewater Treatment Facilities, in St. Johns County, Florida.

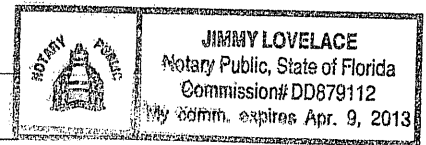
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

TankRehab.com LLC.  
(Bidder)

By: [Signature]  
Managing Member / OWNER  
(Title)

Sworn and subscribed to me this 13 day  
of June, 2012.

Notary Public:  
[Signature]  
Signature  
Jimmy Lovelace  
Printed



My commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT "B"

**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. If no Subcontractors or major material suppliers are required, so state there on.

DIVISION OF WORK or  
DESCRIPTION/NAME OF EQUIPEMENT

NAME AND ADDRESS OF  
SUBCONTRACTOR or EQUIPMENT VENDOR

Dust Collector  
Blasting Equipment

Pinnacle Central  
103 Bryan St., Jacksonville FL 32202

Fabco Enterprises  
Welding/Fabrication

Fabco  
6022 Floumay TER, Jax FL 32258

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE  
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Tom Donovan

Tank Rehab. com LLC.

Bidder

6-13-12  
Date

[Signature]  
Authorized Signature

**ATTACHMENT "E"**

***License/Certification List***

In the space below, the Bidder shall list **all current** licenses and certifications held.

The bidder shall ***attach a copy*** of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	CGC1511024	DBPR	8-31-12
QPI/QP2 Lead Certified Abatement Certification/License			
NACE	17456	National Association of Corrosion Engineers	2015
TUEMEC Applicant		TUEMEC Company	N/A





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DONOVAN, THOMAS JAMES
TANKREHAB.COM LLC
830 -13 A1A NORTH STE 225
PONTE VEDRA BEACH FL 32082-3290

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1511024 08/29/10 108045520
CERTIFIED GENERAL CONTRACTOR
DONOVAN, THOMAS JAMES
TANKREHAB.COM LLC
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2012 L10082900265

DETACH HERE

AC# 5139387

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082900265

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/29/2010, 108045520, CGC1511024

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

DONOVAN, THOMAS JAMES
TANKREHAB.COM LLC
830 -13 A1A NORTH # 225
PONTE VEDRA BEACH FL 32082-3290

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



Certificate of Achievement

NACE International Recognizes

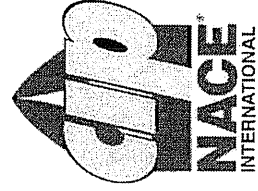
*Thomas Donovan*

*NACE Coating Inspector Level 2—Certified*

*CIP Certification Number 17456*

Certification Awarded

**March 2008**

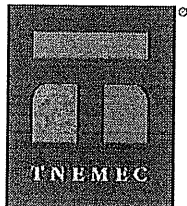


*Tony Keane*

Executive Director

FLORIDA PROTECTIVE COATINGS CONSULTANTS, INC.  
INDEPENDENT REPRESENTATIVE OF Tnemec COMPANY INCORPORATED

250 WAYMONI COURT, SUITE 120, LAKE MARY, FL 32746 TEL: 407-322-1243 FAX: 407-322-1245 WWW.TNEMEC.COM



September 25, 2009

Tank ReHab.Com, LLC  
83013 A1A North, ste 225  
Ponte Vedra Beach, FL 32082

Attn: Tom Donovan

Re: Tnemec High Performance Coating Systems

Dear Mr. Donovan:

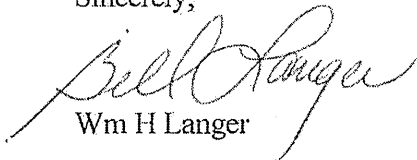
The purpose of this letter is to address your request to be acknowledged as an approved applicator of Tnemec Protective Coatings.

As you are aware, the application of Tnemec's Coatings requires specific equipment and technical knowledge.

Tank ReHab.Com, LLC has demonstrated that they possess the experience, high level of quality control, the equipment and the expertise to successfully apply Tnemec's broad range of products. Some of the products applied include; Tnemec Series 1, Series 66, Series N140, Series 264, Series 90-97, Series 91-H2O, Series 73, Series 1074, Hydroflon, and numerous other products for exterior weathering and immersion service.

Given this level of ongoing commitment demonstrated by Tank ReHab.Com, LLC, we are pleased to acknowledge your firm as well qualified to apply Tnemec's High Performance Coating Systems.

Sincerely,



Wm H Langer

Florida Protective Coatings Consultants, Inc.

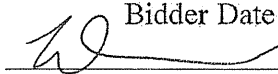
**Lead Abatement & Tank Rehabilitation Wastewater Treatment Facilities**

BID NO.: 12-09

**ATTACHMENT "F"**

**QUALIFICATIONS STATEMENT**

Bidder acknowledges that he is licensed to perform work in the STATE OF FLORIDA meets or exceeds the qualifications specified herein:

By: Tank Rehab.com LLC. 6-13-12  
 Bidder Date  
  
 Authorized Signature

Provide a brief description of at least three (3) similar jobs completed within the last 5 years.

Date	Job Name	Description: Type, Length, Size, Material	Owner Contact Info
<del>Example</del> June 09'	Sawgrass WTP Tank Rehab	Interior and exterior rehabilitation of 400,000 gal. ground storage tank	St. Johns Co. Utility Barry Stewart (904) 209-XXX
FEB 10'	Leachate Tank Rehabilitation	Interior Rehab "LEAD" of (3) 20,000 gallon tanks	Sondra, Jane + Gaudy Chuck Barnes: 404-661-6039
July 10'	Water System Improvements Repair + Painting. # 210121.010 LEAD Abatement	Interior + Exterior Elevated Water Tank	Ben Turnipseed Engineers 770-333-0200
June 08'	Terminal Tank Painting	Exterior Prep + Painting 2M6 Tank	WESTING Terminal Garry Swearingen: 904-356-3311
Jan 08'	Pipe Line Painting	Exterior Prep + Painting 1,800ft Pipeline	WESTING Terminal Garry Swearingen 904-356-3311
Nov 09'	Structural Painting + Repair	Exterior Prep + Painting Steel Structure	Hess Terminal 904-751-0746

BID NO.: 12-09  
Lead Abatement & Tank Rehabilitation Wastewater Treatment Facilities

ATTACHMENT "G"  
REFERENCES

1. PROJECT NAME: Connish Mt. Tank Rehab.

PROJECT DESCRIPTION: Interior + Exterior Rehab.

CONTRACT VALUE: \$ 280,500.00  
COMPLETION DATE: 5-27-12  
CONTACT NAME & TITLE: Jason Nond (Plant Manager)  
CONTACT - PRIMARY PHONE #: (770) 284-2125  
ALTERNATE PHONE#: ( ) \_\_\_\_\_

2. PROJECT NAME: 1.5 EWT Cocoa FL.

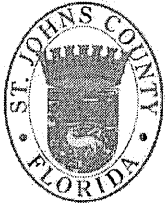
PROJECT DESCRIPTION: Interior Repair + Rehabilitation

CONTRACT VALUE: \$ 146,000.00  
COMPLETION DATE: 3-6-12  
CONTACT NAME & TITLE: BEN HAYNES  
CONTACT - PRIMARY PHONE #: (321) 433-8725  
ALTERNATE PHONE#: ( ) \_\_\_\_\_

3. PROJECT NAME: Elba TANK

PROJECT DESCRIPTION: Repainting of 300 EWT

CONTRACT VALUE: \$ 94,900.00  
COMPLETION DATE: 5-16-11  
CONTACT NAME & TITLE: Bobby Lee (CDG ENGINEERS)  
CONTACT - PRIMARY PHONE #: (334) 677-9431  
ALTERNATE PHONE#: ( ) \_\_\_\_\_  
  
ALTERNATE PHONE#: ( ) \_\_\_\_\_



St. Johns County Board of County Commissioners

Purchasing Division

May 11, 2012

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No.: 12-09 Lead Abatement and Tank Rehabilitation Waste Water Treatment Facilities

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).

CHANGE/CLARIFICATION:

1. Correction to Page 11, Qualifications of Contractors is changed as follows:

Minimum Qualifications – Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully completed, as a prime or subcontractor, at least five (5) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business under the bidding company name for at minimum of five (5) years. The Prime or Subcontractor performing the lead abatement scope of work at each site MUST be currently certified as a QP1/QP2 Certified Abatement Contractor utilizing qualified and trained personnel or successfully completed five similar projects with industry certification equivalent to QP1/QP2 certification. All personnel being utilized in the performance of the work must be industry trained and qualified. Prime Bidder's must provide proof of licensing/certifications and a list of three (3) references for successfully completed projects of the exact or comparable scope as those being included with this bid.

2. Complete and submit REVISED – ATTACHMENT “F” – Qualifications Statement when submitting a bid. (Attached Below)

THE BID DUE DATE IS CURRENTLY Wednesday, June 13, 2012 by 2:00 P.M.

Acknowledgment

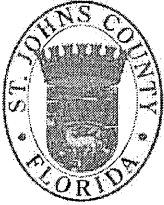
Sincerely,

[Signature] 5-11-12
Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Tom Donnan Managing Member/owner
Printed Name and Title

Tank Rehab. Co. LLC.
Company Name (Print)



St. Johns County Board of County Commissioners

Purchasing Division

May 23, 2012

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 12-09 Lead Abatement and Tank Rehabilitation Waste Water Treatment Facilities

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).

CHANGE/CLARIFICATION:

Lead Reports conducted by Environeering, Inc. are being distributed for information purposes to potential bidders as attachments to this addendum as follows:

- Players Club Waste Water Treatment Facility - Lead Report dated 9/16/11
Innlet Beach Waste Water Treatment Facility - Lead Report dated 9/16/11
Marsh Landing Waste Water Treatment Facility - Lead Report dated 9/16/11

THE BID DUE DATE IS CURRENTLY Wednesday, June 13, 2012 by 2:00 P.M.

Acknowledgment

Sincerely,

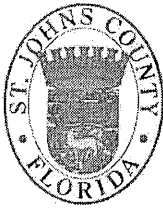
[Signature] 5-23-12
Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Tom Dawson, Manager, Wastewater
Printed Name and Title

Tank Rehabilitation LLC
Company Name (Print)

END OF ADDENDUM #2



## St. Johns County Board of County Commissioners

Purchasing Division

June 6, 2012

### ADDENDUM #3

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No.: 12-09 Lead Abatement and Tank Rehabilitation Waste Water Treatment Facilities

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).*

#### QUESTIONS/RESPONSES:

The following are responses to questions submitted in writing during the bid process and resulting from the Pre-Bid meeting and sites visits held on May, 22, 2012.

1. **Question:** Confirm that the interior portion of the tank at Sawgrass is to be blasted and coated and is only metal coated with paint.

**Response:** The tank at the **Players Club** is steel and coated with an industrial coating. The original coating in the Davco O&M manual was called Americoat 395 high solids amine cured epoxy system. Primer and top coat. One footnote. Americoat 71 polyamide cured epoxy primer says it contains lead free pigments.

2. **Question:** Is an independent environmental consultant required for the prework soil and wipe sample collection and testing? Each specification states "The contractor shall use an independent environmental consultant to obtain the prework samples.

**Response:** YES

3. **Question:** Are prework and post job soil samples required for the Filter and Surge Tank at the Players Club and Marsh Landing wastewater treatment plants, respectively?

**Response:** YES

4. **Question:** Will electricity be available to the contractor at each site?

**Response:** Yes, electricity will be available to the contractor at all three (3) sites.

5. **Question:** Specify the equipment required for collection of the TSPL air samples?

**Response:** Any manufacturer is acceptable. An internet search will provide several manufacturers to choose from.

6. **Question:** Please provide length of time for collection of the TSPL samples.

**Response:** 24 Hours



7. **Question:** Will TSPL samples be collected over a 24 hour period?

**Response:** Yes

8. **Question:** If samples are required over a 24 hour period, will equipment be secure overnight at each site.

**Response:** It is the contractor's responsibility to secure equipment overnight. The specifications state - "The ambient air quality shall be measured for Total Suspended Particulate (TSP) lead in accordance with National Ambient Air Quality Standards. Three measurements down wind and one up wind shall be obtained on a continuous daily basis when blasting or lead abatement work is being completed."

9. **Question:** Under Section 5.3 of the lead abatement specifications, which analytical testing methods should be used for the TSPL air samples?

**Response:** High-volume TSP sampling 8x10-inch glass fiber filter, 9-12 strips per filter for analysis Pb in TSP Analysis Methods Federal Reference Method (FRM) based on Atomic Absorption (AA) as described in 40 CFR part 50, Appendix G EPA allowing GFAA method EQL-0380-044 as acceptable FRM Either the AA or GFAA method can be used.

10. **Question:** Section 5 and section 13 of the specification identifies the "Testing Laboratory" as the agent conducting the air monitoring and sample collection.

**Response:** The following is from section 5.4 "

General: The number and volume of air samples taken by the Testing Laboratory will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used. As required, the contractor's consultant will collect background, ambient, general, and clearance samples during the project." Similar language is in Section 13 "After the work area is found to be visually clean, the Testing Laboratory will collect air samples from within the work area to document if acceptable clearance criteria has been met."

The contractor shall use an independent environmental consultant to obtain the required air samples and ship them to an accredited laboratory for analysis. The independent environmental consultant may or maynot be employed by the testing laboratory.

11. **Question:** In section 5.4, the contractor's environment consultant is required to collect background ambient, general, and clearance samples during the project.

**Response:** The independent environmental consultant may or maynot be employed by the testing laboratory.

12. **Question:** Please clarify whether the contractor's environmental consultant will conduct the air monitoring and collect the samples required by the specifications and the samples will be submitted by analysis.

**Response:** Work must be completed by an independent environmental consultant who may or may not be employed by the testing laboratory. The samples must be analyzed by an accredited laboratory.

13. **Question:** In Section 1.1, the scope of work requires that the abrasive blast media be placed into a DOT rolloff box for storage until it is shipped off site to a disposal facility.

Section 12 of the specification requires the lead-based paint material be placed into leak tight drums. Please clarify.

**Response:** Waste must be stored in Department of Transportation (D.O.T.) approved containers that are kept closed except when adding or removing waste from the container. The containers must be compatible with the waste stored and must be water tight. Spent Blast Media is usually a fairly large volume waste stream that is most economically stored and transported in covered rolloff boxes. Lead-Based Paint Material (Paint Chips) is usually a much smaller volume waste stream and is more economically placed in 55-gallon drums for storage and transportation. The contractor must use Department of Transportation (D.O.T.) approved containers that are kept closed except when adding or removing waste from the container.

14. **Question:** Do the drums need to be stored in a rolloff container?

**Response:** No. 55-gallon drums of waste will need to be stored in secondary containment.

15. **Question:** Does the rolloff container need to be covered?

**Response:** YES.

16. **Question:** Are disposable bags required for waste that is transferred directly into 55-gallon drums?

**Response:** No.

**THE BID DUE DATE IS CURRENTLY Wednesday, June 13, 2012 by 2:00 P.M.**

**Acknowledgment**

W 6-6-12  
Signature and Date

Sincerely,

**Sharon L. Haluska**  
Contract Administrator  
Purchasing Department

Tom Daum, Project Manager  
Printed Name and Title

Tank Rehab. Co. LLC.  
Company Name (Print)

**END OF ADDENDUM #3**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that TankRehab.com LLC as Principal, and NGM Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated June 13, 2012.

**For**  
**Lead Abatement & Tank Rehabilitation Wastewater Treatment Facilities**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 13th day of June A.D., 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Virginia Dawson

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

TankRehab.com LLC

NAME OF FIRM:

TD

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Maya M. S. Dawson  
TITLE

83013 A1A North, Suite 225

BUSINESS ADDRESS

Ponte Vedra Beach, FL 32082

CITY

STATE

SURETY:

NGM Insurance Company

CORPORATE SURETY

Robert T. Theus  
ATTORNEY-IN-FACT (AFFIX SEAL) Robert T. Theus

4601 Touchton Road East, Suite 3400

BUSINESS ADDRESS

Jacksonville, FL 32246

CITY

STATE

Cecil W. Powell & Company

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

WITNESS:

[Signature]

ATTACHMENT C

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Virginia Donovan, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Tom Donovan who signed the said bond on behalf of the Principal, was then Major Member/owner of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

Virginia Donovan

Secretary

Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Robert T. Theus to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the NGM Insurance Company and that he has been authorized by NGM Insurance Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 13th day of June, 2012 A.D.

Tina Montanez-Olmo

NOTARY PUBLIC

State of Florida-at-large

My Commission Expires:



**TINA MONTANEZ-OLMO**  
Notary Public, State of Florida  
My Comm. Expires Aug 18, 2016  
Commission No. EE 202077

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



06-0223213

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Robert T Theus, Fitzhugh K Powell Jr, Roger Hurst, Walter Neal Myers, Susan W Jordan, Benjamin Powell** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

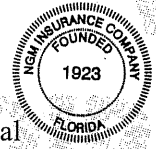
This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of March, 2011.

NGM INSURANCE COMPANY By:

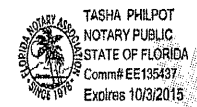
Bruce R Fox  
Assistant Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this March 11th, 2011 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 11th day of March, 2011.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

13th day of June 2012

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

BID NO.: 12-09

**NOTICE TO BIDDERS – CONSTRUCTION**

Notice is hereby given that sealed bids will be received until **2:00 P.M. on Wednesday, June 13, 2012**, Sharon Haluska, Contract Administrator (904) 209-0156, St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for **Lead Abatement & Tank Rehabilitation - Wastewater Treatment Facilities**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**Scope of Work:**

The Scope of Work for this project shall include lead abatement and rehabilitation of storage tanks at the Players Club and Innlet Beach wastewater treatment facilities in Ponte Vedra, Fl. Lead abatement shall generally include removal, containment and disposal of lead paint as specified and rehabilitation of tanks includes but may not be limited to sandblasting, coating, painting, miscellaneous repair of tanks, beams and filters as specified. A third plant, Marsh Landing, is being included as Bid Alternate #1 and will include work similar in scope to the Players Club and Innlet Beach sites. All work will require compliance with all applicable laws, ordinances, rules and regulations of all Federal, State and Local agencies as well as close coordination with County personnel to maintain operation of the plants during the rehabilitation period. All work shall be performed in accordance with the specifications.

**Qualifications of Contractors**

Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully completed, as a prime or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business under the bidding company name for at minimum of five (5) years. The Prime or Subcontractor performing the lead abatement scope of work at each site **MUST** be currently certified as a QP1/QP2 Certified Abatement Contractor utilizing qualified and trained personnel. Prime Bidder's must provide proof of licensing/certifications and a list of three (3) references for **successfully completed** projects of the exact or comparable scope as those being included with this bid.

There will be a **Mandatory Pre-Bid** meeting on **Tuesday, May 22, 2012 at 8:30 a.m.** at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32084 with **Mandatory sites visits to all three sites** following the initial meeting. **Attendance and sign-in is mandatory at the Pre-Bid meeting and all 3 site visits.** Please allow a minimum of 3 – 3 ½ hours for this meeting. Doors will close promptly at 8:30 a.m. Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at the meeting and all 3 sites will not be allowed to submit a bid.

Any and all technical questions relative to this project shall be directed in writing to Sharon Haluska, St. Johns County Purchasing Dept via Fax at 904-209-0157 or email to [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us). **The deadline for questions for this bid shall be Wednesday, May 30, 2012 by 4:00 p.m.**

Copies of Bidding Documents shall be obtained via Email request for **Bid No 12-09 Lead Abatement & Tank Rehabilitation - Wastewater Treatment Facilities** by submitting **Company Name, Address, Office Phone & Fax Numbers, and Primary Contact Name & Email address** to Sharon Haluska at [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us).

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at [www.sjcfi.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfi.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit [www.demandstar.com](http://www.demandstar.com) to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
Deputy Clerk