

RESOLUTION NO. 2016 - 31

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO 16-20 AND TO EXECUTE AN AGREEMENT FOR DESIGN-BUILD SERVICES FOR CR 214 WTP 2.0 MG GROUND STORAGE TANK**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Precon Corporation to provide services for the Design-Build Services for 214 WTP 2.0 MG Ground Storage Tank; and

**WHEREAS**, the scope of the project shall generally include furnishing all engineering, labor, materials, equipment and other items necessary for the Design-Build services for the CR 214 WTP 2.0 MG Ground Storage Tank; and

**WHEREAS**, through the County's formal RFP process, Precon Corporation was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

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

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

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

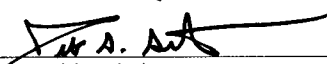
Section 2. The County Administrator, or his designee, is hereby authorized to award RFP 16-20 Design-Build Services for CR 214 WTP 2.0 MG Ground Storage Tank to Precon Corporation as the lowest responsive, responsible bidder.

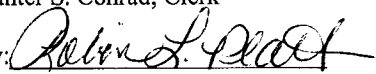
Section 3. The County Administrator, or his designee, is further authorized to execute a contract in substantially the same form and format as attached with Precon Corporation on behalf of the County for the completion of Design-Build Services for CR 214 WTP 2.0 MG Ground Storage Tank project as specifically provided in RFP 16-20.

Section 4. To the extent that there are typographical 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 2<sup>nd</sup> day of February, 2016.

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

By:   
Job Smith, Chair

**ATTEST:**  
Hunter S. Conrad, Clerk  
By:   
Deputy Clerk

**RENDITION DATE** 2/4/2016

**STANDARD DESIGN-BUILD AGREEMENT**

**BETWEEN**

**THE BOARD OF COUNTY COMMISSIONERS FOR  
ST. JOHNS COUNTY, FLORIDA**

**AND**

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**FOR**

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RPF No. \_\_\_\_\_

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and \_\_\_\_\_ ("Design-Build Firm"), a corporation for profit authorized to do business in the state of Florida, with an address of \_\_\_\_\_, to perform all work in connection with \_\_\_\_\_ ("Project"), as said work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereinafter specified. For good and valuable consideration, the County and the Design-Build Firm hereby agreeing as follows:

## **Article 1. INTENTION OF THE COUNTY**

It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed by the Design-Build Firm in accordance with County-reviewed and fully permitted Contract Documents prepared by the Design-Build Firm and accepted by the County. It is the further intent of the County to require complete, correct and timely execute of the Work described herein. Whether or not specifically expressed, any work, materials or equipment required, implied or inferred by the Contract Documents as being required to produce the intended results shall be provided by the Design-Build Firm for the Contract Price.

## **Article 2. CONTRACT DOCUMENTS**

### **2.1 Agreement and Contract Documents.**

2.1.1 The Contract Documents consist of this Agreement, all Amendments and Exhibits thereto, Change Orders, Work Directive Changes, Field Orders, and the Solicitation Documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during performance of the Work described herein.

2.1.2 The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede any prior negotiations, representations or agreements, either written or oral.

2.1.3 This Agreement 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 Agreement.

2.1.4 In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda.

2.1.5 Where there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision applicable to the Project, the more stringent state or federal provision shall prevail.

2.1.6 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of the execution of this Agreement.

2.1.7 Dimensions given in figures are to hold preference over scaled measurements on the Drawings and in the Design. The Design-Build Firm shall not proceed when in doubt as to any dimension or measure but shall seek clarification from the County.

2.1.8 Neither the organization of any of the Contract Documents into articles, divisions, sections, paragraphs or other categories, nor the organization of arrangement of the design shall control the Design-Build Firm in dividing the Work or in establishing the extent or Scope of the Work to be performed by subcontractors.

2.1.9 Nothing contained in this Agreement shall create or be interpreted to create, privity or any other contractual agreement between the County and any person or entity other than the Design-Build Firm.

2.1.10 This Agreement shall be effective on the date of full execution by both parties hereto.

2.1.11 The Contract Documents, and each of them, shall remain the property of the County. The Design-Build Firm 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 Design-Build Firm use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

## 2.2 Interpretation.

2.2.1. 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 technical or trade meaning in the industry; and third, if there is no generally accepted meaning in the industry, according to its common and customary usage.

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

2.2.3. 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.

2.3 Incorporation of Exhibits.

The following documents are expressly agreed to be incorporated by reference and made part of this Agreement.

- Exhibit A:
- Exhibit B:
- Exhibit C:
- Exhibit D:

**Article 3. SCOPE OF WORK**

3.1 The Design-Build Firm shall perform all of the Work required, implied or reasonably inferable from this Agreement. The Work to be performed by the Design-Build Firm is generally described as follows:

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3.2 The Design-Build Firm hereby agrees to complete the Project described by the Contract Documents including furnishing the architecture, engineering, landscaping architecture and land surveying services, labor, material, equipment and other services necessary to perform all of the Work described in the Contract Documents including Drawings and addenda thereto, to be constructed in accordance with the requirements and provisions of this Agreement, all applicable laws, regulations and standards.

3.3 The Design-Build Firm shall prepare and the County shall approve a design and construction schedule ("Progress Schedule") of the Project as follows:

3.4.1 Schematic Design Phase

3.4.2 Design Development Phase

3.4.3 Working Drawings and Specifications Phase

3.4.4 Permitting Phase

3.4.5 Construction Phase

3.4.6 The Progress Schedule shall include dates for commencement and completion of the various stages of design and construction and shall be revised as required by the conditions of the Work, subject to approval by the County. The Progress Schedule shall be updated monthly based upon the actual percentage of the Project completed and submitted to the County as part of each pay request.

3.4.7 The Design-Build Firm shall pay all royalties and license fees for materials, methods and systems incorporated in the Work. The Design-Build Firm shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case, the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process or product so specified is an infringement of a patent and fails to provide such information to the County.

#### **Article 4. CONTRACT PRICE**

4.1 The County shall pay, and the Design-Build Firm shall accept, as full and complete compensation for all of the Work required herein, the fixed sum of \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_). The amount set forth in this Paragraph 4.1 shall constitute the Contract Price, including all costs, expenses and fees related to completion of the Project, and shall not be modified except as otherwise provided in this Agreement.

4.2 Within **ten (10)** calendar days of the Effective Date of this Agreement, the Design-Build Firm shall submit to the County for review and approval a Schedule of Values allocating the Contract Price to the various phases of the Work. The Design-Build Firm's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require to substantiate its accuracy. The Design-Build Firm shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Design-Build Firm shall constitute a material

breach of this Agreement. The Schedule of Values shall be used only as a basis for the Design-Build Firm's request for payment ("Application for Payment") and shall only constitute such basis after it has been agreed upon in writing by the County. The County may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within **twenty-five (25)** calendar days of the effective date hereof.

4.3 Payment Procedure. The County shall pay the Contract Price to the Design-Build Firm as provided below.

4.3.1 Progress Payments. The Design-Build Firm may submit to the County a request for payment ("Application for Payment") for Work completed the \_\_\_\_\_ day of each month after commencement of the Work. The Application for Payment shall include such detail, together with supporting evidence, as may be required by the County. Such Application for Payment shall be signed by the Design-Build Firm and shall constitute the Design-Build Firm's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Agreement, and that the Design-Build Firm knows of no reason why payment should not be made as requested. Thereafter, the County will 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 County shall determine and certify the amount properly owing to the Design-Build Firm. The County shall make partial payments on account of the Contract Price within twenty five (25) business days following receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the County less such amounts, if any, otherwise owing by the Design-Build Firm to the County or which the County shall have the right to withhold as authorized by this Agreement. The County's certification of the Design-Build Firm's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 4.4 herein below.

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

4.3.3 The Design-Build Firm shall promptly pay each Subcontractor of the amount paid to the Design-Build Firm on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Design-Build Firm has not paid a

Subcontractor as herein provided, the County shall have the right, but not the duty, to issue future checks in payment to the Design-Build Firm of amounts otherwise due hereunder naming the Design-Build Firm and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, 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 County to repeat the procedure in the future.

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

4.4 Withheld Payment. The County may decline to make payment, may withhold funds in whole or in part, and, if necessary, may demand the return of some or all of the amounts previously paid to the Design-Build Firm, to protect the County from loss because of:

- a. defective Work not remedied by the Design-Build Firm nor, in the opinion of the County, likely to be remedied by the Design-Build Firm;
- b. claims filed or reasonable evidence indicating probable filing of claims by other parties against the County, the County's property or the Design-Build Firm;
- c. failure by the Design-Build Firm 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 this Agreement for the unpaid balance of the Contract Price;
- e. evidence that the Work will not be completed in the time required for Substantial or Final completion;
- f. persistent failure to carry out the Work in accordance with this Agreement;
- g. damage to the County or a third party to whom the County is, or may be, liable;
- h. Liquidated damages as provided elsewhere in this Agreement;
- i. As-built drawings not being in a current and acceptable state.

In the event that the County makes written demand upon the Design-Build Firm for amounts previously paid by the County as contemplated in this Paragraph 4.4, the Design-Build Firm shall promptly comply with such demand. When the above grounds are removed or resolved, or the Design-Build Firm provides a surety bond or consent of surety to protect the County in the amount withheld, satisfactory to the County, payment may be made in whole or in part, as applicable.



4.5 Unexcused Failure to Pay. If within twenty five (25) business days after the date established herein for payment to the Design-Build Firm by the County, the County, without cause or basis hereunder, fails to pay the Design-Build Firm any amount then due and payable to the Design-Build Firm, then the Design-Build Firm may after seven (7) additional days provide written notice to the County, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within twenty five (25) business days after the date due shall bear interest at the rate of \_\_\_\_\_ ( %) percent per annum.

4.6 Retainage. Ten percent (10%) of all monies earned by the Design-Build Firm shall be retained by the County until Final Completion and acceptance by the County in accordance with Paragraph \_\_\_\_\_ hereof, except that after fifty percent (50%) of the Project has been completed, the County shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety (90%) of the Work has been completed, the County may reduce the retainage to two and one-half percent (2 ½%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County and the Design-Build Firm shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of the County.

#### 4.7 Substantial Completion.

4.7.1 When the Design-Build Firm believes the work is substantially complete, the Design-Build Firm shall submit to the County a list of items to be completed or corrected. When the County on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the Substantial Completion Date, shall state the responsibilities of the County and the Design-Build Firm for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Design-Build Firm shall complete the items listed therein. Guarantees required by this Agreement shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Design-Build Firm for their written acceptance of the responsibilities assigned to them in such Certificate.

4.7.2 Upon Substantial Completion of the Work, and execution by both the County and the Design-Build Firm of the Certificate of Substantial Completion, and upon delivery to the County appropriate releases and waivers of claims and liens from all Subcontractors and material-men of the Agreement for Work performed and/or materials delivered for the Project to the date of Substantial Completion, the County shall pay the Design-Build Firm an amount

sufficient to increase total payments to the Design-Build Firm to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the County all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. If any Subcontractor or material-man fails or refuses to provide an appropriate release and waiver of claims and liens as required by the County, the Design-Build Firm shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

#### 4.8 Final Completion, Acceptance and Final Payment

4.8.1 Upon receipt of written notice from the Design-Build Firm that the Project is ready for final inspection, the County, within \_\_\_\_\_ ( ) days, shall make an inspection thereof. If the County finds that the Work is complete in full accordance with the Contract Documents and that this Agreement has been fully performed, the County will issue a Final Certificate for Payment. In the event that it is necessary to repeat final inspection of the Work, the Design-Build Firm shall bear the cost of such repeated final inspection(s), which cost may be deducted by the County from the Design-Build Firm's final payment. Final Payment shall not be made until the Project is inspected and accepted by the County and all other Authorities having jurisdiction under Florida Laws or regulations, as applicable.

4.8.2 The Design-Build Firm shall not be entitled to final payment unless and until it submits to the County an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and liens from all subcontractors of the Design-Build Firm and of any and all other parties required by the County; consent of surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the County, the Design-Build Firm shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

4.8.3 The County shall make final payment of all sums due the Design-Build Firm within twenty-five (25) business days of the County's execution of a final Certificate for Payment.

4.8.4 Acceptance of final payment shall constitute a waiver of all claims against the County by the Design-Build Firm except for those claims previously made in writing against the County by the Design-Build Firm, pending at the time of final payment, and identified in writing by the Design-Build Firm as unsettled at the time of its request for final payment.

**Article 5. BONDS**

5.1 The Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred percent (100%) of the Contract Price, the costs of which shall be paid by the Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided however, the surety shall be rated as "A"-(excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed (2%) of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038.

5.2 If the surety for any bond furnished by the Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the Design-Build Firm shall, within five (5) calendar days thereafter substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Agreement.

5.3 In accordance with § 255.05 of the Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment Bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

**Article 6. CONTACT TIME AND LIQUIDATED DAMAGES**

6.1 Time is of the essence in the performance of the Work described herein. The Design-Build Firm shall commence the Work within ten (10) calendar days from the date the County issues a written Notice to Proceed ("Commencement Date"). The Work shall be substantially completed within \_\_\_\_\_ ( ) calendar days from the Commencement Date, and shall be fully completed and deemed ready by the County for Final Completion within \_\_\_\_\_ ( ) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion totaling \_\_\_\_\_ ( ) calendar days.

6.2 The County and the Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not fully completed and deemed ready for Final Completion within the time specified. Should the Design-Build Firm fail to achieve Final Completion within the time specified above, the County shall be entitled to assess, as liquidated

damages, but not as a penalty, the sum of \$\_\_\_\_\_ per day for each calendar day of unexcused delay until Final Completion is achieved.

6.3 The Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Design-Build Firm fails to fully complete the Work in a timely manner as provided herein.

6.4 When any period of time is referenced to by day herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **Article 7. COUNTY'S RIGHTS AND RESPONSIBILITIES**

7.1 Upon execution of this Agreement, the County will furnish to the Design-Build Firm any written and tangible materials in its possession concerning conditions below ground at the site of the Project. Such written and tangible materials are furnished to the Design-Build Firm only in order to make complete disclosure of such materials and for no other purpose. By furnishing such materials, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County 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.

7.2 With the exception of any permits and fees normally the responsibility of the Design-Build Firm, the County will obtain all approvals, easements, and the like required for construction of the Project.

7.3 The County will furnish the Design-Build Firm, free of charge, five (5) copies of the Contract Documents for performance of the Work. The Design-Build Firm will be charged, and shall pay the County the cost of reproduction for each additional set of Contract Documents requested.

7.4 The County will provide access to and make all provisions for the Design-Build Firm to enter upon public property as required for the Design-Build Firm to perform the Work described herein.

7.5 Right to Stop Work. If, as deemed by the County, the Design-Build Firm persistently fails or refuses to perform the Work in accordance with the Contract Documents, the County may order the Design-Build Firm to stop the Work, or any described portion thereof, until the cause for stoppage has been

corrected, no longer exists, or the County directs that Work be resumed. In such event, the Design-Build Firm shall immediately comply with such directive.

7.6 Right to Perform Work. In the event the County stops the Work as described herein, and the Design-Build Firm fails to, within seven (7) calendar days of that time, provide adequate assurance to the County that the cause of such stoppage is eliminated or corrected, then the County may, without prejudice to any other rights or remedies the County may have against the Design-Build Firm, proceed to perform the Work. Under such circumstances, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting deficiencies in the Work, plus compensation for any additional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due the County, the Design-Build Firm shall pay the difference to the County.

## **Article 8. DESIGN-BUILD FIRM'S RIGHTS AND RESPONSIBILITIES**

8.1 The Design-Build Firm shall 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 County of any inconsistency, ambiguity, error or omission that the Design-Build Firm may discover with respect to such documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, the Shop Drawings and the Product Data shall not relieve the Design-Build Firm of the continuing duties imposed herein, nor shall such approval be evidence of the Design-Build Firm's compliance with this Agreement. By execution of this Agreement, the Design-Build Firm acknowledges and represents that it has received, reviewed and carefully examine such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction and that the Design-Build Firm has not, does not and will not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

8.2 The Design-Build Firm shall perform the Work strictly in accordance with the Contract Documents.

8.3 The Design-Build Firm shall supervise and direct the Work using the Design-Build Firm's best skill, effort and attention. The Design-Build Firm shall be responsible to the County for any and all acts or omissions of the Design-Build Firm, its employees and others engaged in the Work on behalf of the Design-Build Firm.

8.4 Warranty. The Design-Build Firm warrants to the County that all labor furnished to complete the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-

class results, and that materials and equipment furnished will be of good quality, free from faults and defects and in strict conformance with the Contract Documents. 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.

8.5 Design-Build Firm shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Design-Build Firm 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.

8.5 Supervision. The Design-Build Firm shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Design-Build Firm to the contrary, the superintendent shall be deemed the Design-Build Firm's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or the Engineer.

8.6 Key supervisory personnel assigned by the Design-Build Firm to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Design-Build Firm, they shall perform the functions indicated next to their names unless the County 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 Design-Build Firm shall be bound by the provisions of this Sub-Article 8.6 as though such individuals have been listed above.

8.7 The Design-Build Firm, within fifteen (15) days of commencing the Work, shall submit to the County, the Design-Build Firm's schedule for completing the Work. The Design-Build Firm'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 such revision shall be furnished to the County. Failure by the Design-Build Firm to strictly comply with the provisions of this Paragraph 8.7 shall constitute a material breach of this Agreement.

8.8 The Design-Build Firm shall continuously maintain at the site, for the benefit of the County, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Design-Build Firm shall maintain at the site for the County approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the County.

#### 8.9 Shop Drawings, Product Data and Samples

8.9.1 Shop Drawings, Product Data, Samples and other submittals from the Design-Build Firm do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Design-Build Firm intends to implement the Work in conformance with information received from the Contract Documents. All Shop Drawings, Product Data, Samples and other submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

8.10 Cleaning the Site and the Project. The Design-Build Firm shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Design-Build Firm shall clean the site and the Project and remove all waste, together with all of the Design-Build Firm's property therefrom.

8.11 Access to Work. The County shall have access to the Work at all times from commencement of the Work through Final Completion. The Design-Build Firm shall take whatever steps necessary to provide access when requested.

8.12 Indemnity. The Design-Build Firm shall indemnify and hold harmless the County, its officers, employees, agents and representatives 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, losses or expenses include 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 Design-Build Firm, a Subcontractors, or anyone directly, or indirectly employed by them, or anyone for whose acts the Design-Build Firm or Subcontractors may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8.12.1 Design-Build Firm hereby acknowledges the receipt of ten dollars and other goods and valuable consideration from the County which has been paid to him as specific consideration for the indemnification provided herein.

8.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Design-Build Firm, a Subcontractors, 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 Design-Build Firm or a Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

### 8.13 Safety

8.13.1 The Design-Build Firm shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract.

8.13.2 The Design-Build Firm shall designate a member of the onsite construction team whose duty shall be the prevention of accidents. Unless otherwise designated in writing by the Design-Build Firm to the County and the Engineer, this person shall be the Design-Build Firm's Superintendent.

## **Article 9. CONTRACT ADMINISTRATION**

### 9.1 The Engineer.

9.1.1 The Engineer for this project is \_\_\_\_\_. In the event the County should find it necessary or convenient to replace the Engineer, the status of the replacement Engineer shall be that of the former Engineer.

### 9.2 Engineer's Administration

9.2.1 The Engineer, unless otherwise directed by the County in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Agreement. The Engineer shall be the County's representative from the Effective Date of this Agreement until final payment has been made. The Engineer shall be authorized to act on behalf of the County only to the extent provided in this Agreement.

9.2.2 The County and the Design-Build Firm shall communicate with each other in the first instance through the Engineer.

9.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Design-Build Firm. The Engineer shall render



written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Design-Build Firm.

9.2.4 The Engineer will review the Design-Build Firm's Applications for Payment and will certify to the County for payment to the Design-Build Firm, those amounts then due the Design-Build Firm as provided in this Agreement.

9.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Agreement. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Design-Build Firm's expense.

9.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Design-Build Firm's submittals including Shop Drawings, 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.

9.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by field Order as provided elsewhere herein.

9.2.8 The Engineer shall, upon written request from the Design-Build Firm, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records, written warranties and related documents required by this Agreement and will issue a final Certificate for Payment upon compliance with the requirements of this Agreement.

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

### 9.3 Claims by the Design-Build Firm

9.3.1 All Design-Build Firm claims shall be initiated by written notice and claim to the County and the Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

9.3.2. Pending final resolution of any claim of the Design-Build Firm, the Design-Build Firm shall diligently proceed with performance of this Agreement and the County shall continue to make payments to the Design-Build Firm in accordance with this Agreement. The resolution of any claim under this Paragraph 9.3 shall be reflected by a Change Order executed by the County, the Engineer and the Design-Build Firm.

9.3.3 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 unusual 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 practice have not placed the responsibility of discovering such concealed and unknown conditions upon the Design-Build Firm prior to the Design-Build Firm 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 County having any liability to the Design-Build Firm for concealed or unknown conditions, the Contract must give the County and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Design-Build Firm to make the written notice and claim as provided in this Sub-Article shall constitute a waiver by the Design-Build Firm of any claim arising out of or relating to such concealed or unknown condition.

9.3.4 Claims for Additional Costs. If the Design-Build Firm wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the County therefore, the Design-Build Firm shall give the Engineer 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 Design-Build Firm before proceeding to execute any additional or changed Work. The failure by the Design-Build Firm to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

9.3.4.2 The County shall not be liable to the Design-Build Firm for claims of third parties, including Subcontractors, unless and until liability of the Design-Build Firm has been established therefore in a court of competent jurisdiction.

9.3.5 Claims for Additional Time. If the Design-Build Firm 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 County or someone acting in the County'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 Design-Build Firm's

control, then the date for achieving Substantial Completion of the work shall be extended upon the written notice and claim of the Design-Build Firm to the County and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Design-Build Firm shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claims and shall set forth in detail the Design-Build Firm's basis for requiring additional time in which to complete the Project. In the event the delay to the Design-Build Firm is a continuing one, only one notice and claim for additional time shall be necessary. If the Design-Build Firm fails to make such claims as required in this Sub-Article, any claim for an extension shall be waived. This paragraph shall not be deemed to waive any damage for delay that is covered by insurance.

9.3.5.1 Delays and Extensions of Time. An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Design-Build Firm shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work.

#### 9.4 Field Orders

9.4.1 The Engineer 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 Design-Build Firm. The Design-Build Firm shall carry out such Field Orders promptly.

### **Article 10. SUBCONTRACTORS**

#### 10.1 Definition

10.1.1 A Subcontractor is an entity which has a direct contract with the Design-Build Firm to perform a portion of the Work.

#### 10.2 Award of Subcontracts

10.2.1 Upon execution of the Design-Build Firm, the Design-Build Firm shall furnish to the County, in writing, the names of persons or entities proposed by the Design-Build Firm to act as Subcontractors on the Project. The County shall promptly reply to the Design-Build Firm, in writing, stating any objections the County may have to such proposed Subcontractors. The Design-Build Firm shall not enter into a contract with a proposed Subcontractor with reference to whom the County has made timely objection.

10.2.2 All subcontracts shall afford the Design-Build Firm rights against the Subcontractors which correspond to those rights afforded to the County against the Design-Build Firm herein.

## **Article 11. CHANGES IN THE WORK**

### **11.1 Changes Permitted**

11.1.1 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.

11.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Design-Build Firm shall proceed promptly with such changes.

### **11.2 Change Order Defined**

11.2.1 Change Order shall mean a written order to the Design-Build Firm executed by the County and the Engineer, 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. The Contract Price and the Contract Time may be changed only by Change Order.

### **11.3 Changes in the Contract Price**

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Design-Build Firm 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 Design-Build Firm's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Design-Build Firm, then, as provided in Sub-Article 11.3.2 below.

11.3.2 If no mutual agreement occurs between the County and the Design-Build Firm as contemplated in Sub-Article 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer 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 Design-Build Firm shall present, in such form and with such content as the County or the Engineer 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 pre-existing agreement or by custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Design-Build Firm or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by Design-Build Firm, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Design-Build Firm's home office or other non-job site overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Design-Build Firm on the Engineer's Certificate for Payment.

11.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the County or to the Design-Build Firm, the applicable unit prices shall be equitably adjusted.

#### 11.4 Minor Changes

11.4.1 The Engineer 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 County and the Design-Build Firm. The Design-Build Firm shall promptly carry out such written Field Orders.

#### 11.5 Effect of Executed Change Order

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

#### 11.6 Notice to Surety; Consent

11.6.1 The Design-Build Firm shall notify and obtain the timely consent and approval of the Design-Build Firm's surety with reference to all Change Orders if such notice, consent or approval is required by the Design-Build Firm's surety or by law. The Design-Build Firm's execution of the Change Order shall constitute the Design-Build Firm's warranty to the County 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 12. UNCOVERING AND CORRECTING WORK**

### **12.1 Uncovering Work**

12.1.1 If any of the work is covered contrary to the Engineer's request or to any provisions of this Agreement, it shall, if required by the Engineer or the County, be uncovered for the Engineer's inspection and shall be properly replaced at the Design-Build Firm's expense without change in the Contract Time.

12.1.2 If any of the Work is covered in a manner not described in Sub-Article 12.1.1 above, it shall, if required by the Engineer or County, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform with this Agreement, the Design-Build Firm shall pay the costs of uncovering and proper replacement.

### **12.2 Correcting Work**

12.2.1 The Design-Build Firm shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Agreement. The Design-Build Firm shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Engineer's services and expenses made necessary thereby.

12.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Agreement, the Design-Build Firm shall correct it within 7 days at Design-Build Firm's expense upon receipt of written notice from the County. This obligation shall survive final payment by the County and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one 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.

12.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Design-Build Firm has under this Agreement. Establishment of the one year time period in Sub-Article 11.2.2 relates only to the duty of the Design-Build Firm 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.

### 12.3 County May Accept Defective or Nonconforming Work

12.3.1 If the County chooses to accept defective or nonconforming Work, the County may do so. In such event, 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 as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, the Design-Build Firm shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

## **Article 13. CONTRACT TERMINATION**

### 13.1 Termination by the Design-Build Firm

13.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Design-Build Firm or any person or entity working directly or indirectly for the Design-Build Firm, the Design-Build Firm may, upon ten (10) days' written notice to the County and the Engineer, terminate performance under this Agreement and recover from the County payment for the actual reasonable expenditures of the Design-Build Firm (as limited in Sub-Article 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.

13.1.2 If the County shall persistently or repeatedly fail to perform any material obligation to the Design-Build Firm for a period of fifteen (15) days after receiving written notice from the Design-Build Firm of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Design-Build Firm may terminate performance under this Agreement by written notice to the Engineer and the County. In such event, the Design-Build Firm shall be entitled to recover from the County as though the County had terminated the Design-Build Firm's performance under this Agreement for convenience pursuant to Sub-Article 13.2.1 hereunder.

### 13.2 Termination by the County

#### 13.2.1 For Convenience

13.2.1.1 The County may for any reason whatsoever terminate performance under this Agreement by the Design-Build Firm for convenience. The County

shall give written notice of such termination to the Design-Build Firm specifying when termination becomes effective.

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

13.2.1.3 The Design-Build Firm shall transfer title and deliver to the County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Design-Build Firm has.

13.2.1.4 (a) The Design-Build Firm shall submit a termination claim to the County and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Design-Build Firm fails to file a termination claim within one (1) year from the effective date of termination, the County shall pay the Design-Build Firm, an amount derived in accordance with Sub-Article (c) below.

(b) The County and the Design-Build Firm may agree to the compensation, if any, due to the Design-Build Firm hereunder.

(c) Absent agreement to the amount due to the Design-Build Firm, the County shall pay the Design-Build Firm the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Agreement.

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the work prior to termination, and not included in (i) or (ii), and in terminating the Design-Build Firm'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 Design-Build Firm would have not profited or would have sustained a loss if the entire Contract would have 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;



(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Sub-Article 13.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Design-Build Firm under this Sub-Article 13.2.1 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.

#### 13.2.2 For Cause

13.2.2.1 If the Design-Build Firm persistently or repeatedly refuses or fails to prosecute 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 is guilty of either a substantial violation, or a material provision of this Agreement, then the County may by written notice to the Design-Build Firm, without prejudice to any other right or remedy, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design-Build Firm and may finish the Work by whatever methods it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Work is finished.

13.2.2.2 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 Engineer's additional services and expenses made necessary thereby, such excess shall be paid to the Design-Build Firm. If such cost exceeds the unpaid balance, the Design-Build Firm shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

13.2.2.3 In the event the employment of the Design-Build Firm is terminated by the County for cause pursuant to Sub-Article 13.2.2 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 Sub-Article 13.2.1 and the provisions of Sub-Article 13.2.1 shall apply.

### **Article 14. INSURANCE**

14.1 The DESIGN-BUILD FIRM shall not commence work under this Agreement until it has obtained all insurance required under this article and such

insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The DESIGN-BUILD FIRM shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the DESIGN-BUILD FIRM has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations referencing the Bid Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the DESIGN-BUILD FIRM of its liability and obligations under this Agreement. Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

#### 14.2 Insurance Requirements - Standard Contract for Service

14.2.1 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the DESIGN-BUILD FIRM from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the DESIGN-BUILD FIRM or by anyone directly employed by or contracting with the DESIGN-BUILD FIRM.

14.2.2 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the DESIGN-BUILD FIRM from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the DESIGN-BUILD FIRM or by anyone directly or indirectly employed by a DESIGN-BUILD FIRM.

14.2.3 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

14.2.4 Special Requirements - Prior to execution of this Agreement, a certificate of insurance will be provided that shall provide for the following:

- a. St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.
- b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- c. It is the responsibility of the Design-Build Firm to insure that all Subcontractors comply with all insurance requirements.
- d. These are minimum requirements which are subject to modification in response to high hazard operations.

#### 14.2.5 Property Insurance

Design-Build Firm shall purchase and maintain property insurance with the form of policy for this coverage shall be a Completed Value. The Design-Build Firm shall provide this coverage and shall be in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.

#### 14.2.6 Certificate of Insurance

The Design-Build Firm shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by paragraphs 14.1 and 14.2 naming the County as additionally insured. The Design-Build Firm shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

### **Article 15. MISCELLANEOUS**

15.1 Governing Law/Venue. This Agreement shall be governed and construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be St. Johns County, Florida.

15.2 Successors and Assigns. The County and Design-Build Firm 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 Design-Build Firm shall not assign this Agreement without written consent of the County.

15.3 Surety Bonds. The Design-Build Firm shall furnish a separate Public Construction Bond to the County. Such bond shall set forth a penal sum in an amount not less than the Contract Price. The bond furnished by the Design-Build Firm shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bond. The Public

Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Design-Build Firm, the penal sum of the bond shall be deemed increased by like amount. The Public Construction Bond furnished by the Design-Build Firm shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably suitable to the County.

15.4 Safety of Persons and Property. When existing utility lines shown on the Drawings are to be removed or relocated, the Design-Build Firm 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 Design-Build Firm damages any existing utility line not shown on the Drawings, the location of which is not known to the Design-Build Firm, report thereof shall be made immediately to the Engineer.

15.5 Locations of existing utility lines shown on the Drawings are based on best information available to the Engineer, but shall not be considered exact either as to location or number of such lines. To the extent that a Design-Build Firm knows, or is aware of one or more utility lines not shown on the Drawings, the Design-Build Firm shall notify the Engineer, so that such utility lines may be added to the Drawings.

15.6 Design-Build Firm 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 Design-Build Firm's operations shall be repaired at no cost to the County.

15.7 Unless exempted or excluded by Federal law, or exempted or excluded by one or more applicable provisions State law (including an applicable provision of the Florida Public Records Law (Chapter 119, Florida Statutes, as revised from time-to-time), then this Agreement, and any attached and incorporated Exhibits and/or Attachments shall be considered public records and subject to disclosure.

15.8 To the extent necessary to satisfactorily perform and complete the terms, provisions, conditions, and obligations set forth in this Agreement, the Design-Build Firm shall adhere to, and comply with all applicable Federal, State, and local laws, rules, and regulations.

15.9 If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

**Article 16. EQUAL EMPLOYMENT OPPORTUNITY**

16.1 Design-Build Firm's Employment Opportunity

16.1.1 The Design-Build Firm and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Design-Build Firm 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 Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

**Article 17. APPRENTICESHIP LAW REQUIREMENTS**

17.1 Apprenticeship Law (Chapter 446, Florida Statutes)

17.1.1 The Design-Build Firm 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 apprentice or trainee to every five journeymen.

17.1.2 The Design-Build Firm shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four, assure that 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.

17.1.3 The Design-Build Firm, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Sub-Articles a. and b. However, on-the-job-training programs shall only be established in non-apprenticeable trades or occupations to meet the requirements of this section.

17.1.4 The Design-Build Firm agrees to return records of employment, by trade, of the number of apprentices or trainees, 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 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.

17.1.5 The Design-Build Firm agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three months intervals, a statement describing steps taken toward making a 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.

17.1.6 The Design-Build Firm agrees to insert in any subcontract under this Agreement the requirements contained in this section. The term "Design-Build Firm" as used in such clauses and any Subcontract shall mean the Subcontractors.

17.1.7 Anything herein to the contrary notwithstanding, Design-Build Firm 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.

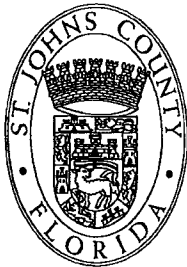
## ARTICLE XVII

### **Article 18. PUBLIC RECORDS**

18.1 The access to, cost of reproduction, disclosure, non-disclosure and exemption of records, data, documents, and/or materials associated with this Agreement 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.

18.2 As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Design-Build Firm 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 Local, State, or Federal law.

*{Insert Signature Page}*



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

**TO:** Scott Trigg, Chief Engineer SJC Utility Engineering Dept.  
**FROM:** Sharon Haluska, Contracts Manager  
**SUBJECT:** RFP 16-20 CR 214 WTP 2.0 MG Ground Storage Tank  
**DATE:** January 14, 2016

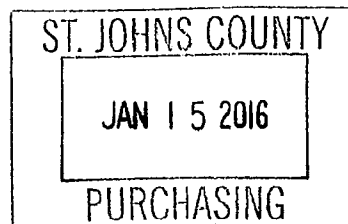
Attached please find a copy of the Bid Tabulation as recorded and verified at the Bid opening on 1/7/16 and a copy of the Technical Evaluation Summary sheet from the 1/14/16 Evaluation Meeting.

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 to my attention as soon as possible.

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

Dept. Approval Scott Trigg  
Date 1/14/16  
Budget Amount \$1,100,000  
Account Funding Title 2016 CR214 WTP 2.0 MG GST  
Funding Charge Code 4484-56302-6547-56302  
Award to Precon Corporation  
Award Amount \$1,073,000.00

(Use additional sheet/s as needed)







**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE**

Design Build CR 214 WTP 2.0 MG Ground Storage Tank

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

OPENED BY SHARON HALUSKA

TABULATED BY KAREN FULLERTON

VERIFIED BY

**BID NUMBER**

RFP 16-20

**OPENING DATE/TIME**

January 7, 2016 2:00 PM

FROM

01/07/16

4:00 PM

UNTIL

01/12/16

4:00 PM

PAGE (S) 1 OF 1

**POSTING DATE/TIME**

BIDDERS	BASE BID	TESTING ALLOWANCE	TOTAL LUMP SUM BID	ADDENDUM 1	BID BOND	TECHNICAL PROPOSAL PACKAGE SUBMITTED
PRECON CORPORATION	\$1,063,000.00	\$10,000.00	\$1,073,000.00	Yes	Yes	Yes
CROM	\$1,103,750.00	\$10,000.00	\$1,113,750.00	Yes	Yes	Yes

BID AWARD DATE - \_\_\_\_\_

## **ADVERTISEMENT**

### **LOW BID TECHNICALLY ACCEPTABLE DESIGN BUILD SERVICES for CR 214 WTP 2.0 MG GROUND STORAGE TANK**

**PROCUREMENT NUMBER: Request for Proposal (RFP) 16-20**

#### **PROJECT NAME AND DESCRIPTION:**

The St. Johns County Board of County Commissioners has issued this Request for Proposal (RFP) to solicit competitive bids and proposals for Design-Build services for the CR 214 Ground Storage Tank project. The project includes services to design, construct, and test one 2.0 million gallon circular wire wrapped pre-stressed concrete potable water ground storage tank with concrete dome roof. The project shall generally include but may not be limited to preparing design drawings; permitting services; testing, restoration, and providing project documentation such as as-builts.

**QUALIFICATIONS:** The Design-Build team shall consist of a qualified Prime Contractor and Licensed Design Professional/s. The Design Build primary team members shall have each successfully completed a minimum of three (3) Design Build projects of the scope and dollar value of that being proposed in the past seven (7) years and meet the minimum qualifications as outlined in the Request for Proposal (RFP). Additionally, the tank manufacturer shall have designed, constructed, and put into operation a minimum of 5 wire and strand wrapped prestressed concrete tanks with domes roofs conforming to AWWA D110 with Type II core walls in the last 10 years of similar size to this project.

ACTUAL COMMITMENT AND FINAL EXECUTION OF A CONTRACT IS CONTINGENT UPON AN APPROVAL OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND AVAILABILITY OF FUNDS.

**SELECTION PROCEDURE: LOW BID TECHNICALLY ACCEPTABLE**

#### **RESPONSE PROCEDURE:**

Firms interested should request RFP #16-20 packages via email request to Sharon Haluska, St. Johns Co. Purchasing Dept at [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us). (904) 209-0156 by providing full company name, address, phone #, primary contact name & email address. Package request forms may be available by calling Onvia, Inc. at 800-711-1712 and requesting **Document #16-20** and some packages may be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with Onvia, Inc. can download most packages at no cost from their web site – [www.demandstar.com](http://www.demandstar.com).

Bid openings and public meetings will be held at locations noted on the Schedule (Calendar) of Events unless otherwise published.

#### **PROTEST RIGHTS/PROCEDURES:**

Any firm affected adversely by an intended decision with respect to the award of any proposal, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the RFQ Tabulation. Protest procedures may be obtained in the Purchasing Department. Any protests must be filed prior to expiration of the time period and followed up in writing with in five (5) calendar days.

“In the event that a Contract/Agreement is Attached to the RFP, such Attached Contract/Agreement is For Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the County. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any

Proposal does not constitute an award of a Contract/Agreement with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or re-inbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP."

**POINT OF CONTACT:** Sharon Haluska, Contracts Manager (904) 209-0156 or [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us)

*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.*

**DUE DATE FOR BID PROPOSALS WITH TECHNICAL PROPOSALS:**

All Submittal packages containing BOTH the Bid Price Proposal and Technical Proposal are due to be received no later than **2:00 p.m. (EST), Thursday, January 7, 2016** in the St. Johns County Purchasing Dept., located in the St. Johns County Administration Bldg located at 500 San Sebastian View, St. Augustine, FL 32084 (Main Phone # (904) 209-0150). No submittal packages will be accepted after the 2:00 p.m. deadline.

**PRE-PROPOSAL MEETING:**

A Non-Mandatory Pre-Proposal Meeting will be held **on Tuesday, December 1, 2015 at 9:30 a.m.** at the St. Johns County Utility Dept located at 1205 State Road 16, St. Augustine, FL 32084. A site visit will be available following the Pre-Bid meeting (weather permitting).

**ALL QUESTIONS SHOULD BE ADDRESSED TO:**

All questions or inquiries related to this RFP must be submitted *in writing* to Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept. via fax at (904) 209-0157 or email to [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us) and must be received **no later than 4:30 P.M., Wednesday, December 16, 2015.** Do not contact any other St. Johns County Staff member with questions or inquiries. All inquires will be routed by St. Johns County Purchasing Dept to the appropriate staff member for response.

**SELECTION PROCEDURE:**

Firms shall submit a Bid Price Proposal and a Technical Proposal. Bid Price proposals will be opened and the Technical Proposal of the lowest bidder shall be evaluated by the St. Johns County Technical Review Committee to determine if the Technical Proposal requirements provide adequate proof and evidence that the proposed Design Build team is technically acceptable to perform the requirements of the project. If the proposal is deemed non-responsive or non responsible, the Technical Proposal of the next lowest bidder will be evaluated. The County shall reserve the right to reject any and all proposals and waive minor proposal irregularities.

The County shall determine the relative ability of the proposer to perform the services required for this project based on the criteria set forth in the Request for Proposal (RFP) Technical Proposal Requirements.

Selection results will be posted on DemandStar at the date and time shown in RFP Schedule (Calendar) of Events.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

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



## St. Johns County Board of County Commissioners

Purchasing Division

December 17, 2015

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No.: 16-20 – Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

#### *Changes/Clarifications:*

#### **REQUEST FOR PROPOSAL:**

##### SECTION V.B.14.e

1. DELETE "Provide and 3-foot river rock bed walkway with concrete curb and 6 mil visceen underneath around tank perimeter."

##### SECTION V.B.15

1. a. - REVISE to read "The tank shall be disinfected in accordance with AWWA C652, Chlorination Method 2 or 3."
2. b. - DELETE "The chlorine solution shall be applied directly to all surfaces of the tank including the underside of the roof by spray equipment."

#### **QUESTIONS AND GENERAL INFORMATION:**

1. The soils report indicates the presence of groundwater which will affect the design and cost of constructing our tank, two questions:

- a. Can the tank dimensions be altered to 124'-4" ID x 22'-0" WH with a finished floor elevation of 46.0? In my opinion, this would take us out of any groundwater concern.

*No, the tank dimension and finished floor elevation will not be changed.*

- b. If no to question a, what groundwater elevation are we to design the tank to resist buoyancy?

*The season high groundwater elevation noted in the geotechnical report should be used for the tank design. Please refer to the existing survey provided in Appendix A of the Request for Proposal for the existing grade elevations and determination of the season high water table elevation referenced in the report. The finished grade elevation of +/-47.00 feet is higher than the existing grade.*

3. As I understand it we are to excavate the site for the tank, however a separate contractor will place the back fill after we have constructed the tank, two more questions:

- a. Suggest removing the river rock mow strip from the tank contract and adding to the separate contractor as this should save money. We can install if desired.

*Design/Build Contractor shall backfill the disturbed area around the tank back to existing grade. A separate Contractor will follow with final grading, stabilization and walkway installation. The 3-foot walkway shall be removed from the Design/Build Contractor's scope of work.*

- b. Can the excavated material be left on site?

*All surplus excavated material shall be removed from the site and legally disposed of.*

- 4. Describe the electrical work that will be installed by another contractor on the tank.

- a. *Site light on top of tank;*
- b. *Light switch receptacle at bottom of ladder;*
- c. *Type 316 SS Cable hanger for submersible level transducer inside hatch;*
- d. *NEMA 4X aluminum terminal box at top of tank to terminate level transducer vented cable;*
- e. *NEMA 12/3R aluminum door-in-door enclosure with inner door mounted level indicating transmitter and back panel mounted blue ribbon surge protector; and*
- f. *Level transmitter installed at bottom of tank.*

**THE RFP DUE DATE IS: Thursday, January 7, 2016 at 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

**Sharon L. Haluska**  
Contracts Manager  
Purchasing Department

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM #1**

RFP No.: 16-20

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

**PROJECT:** Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank

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

**DATE SUBMITTED:** January 7, 2016

**BID PRICE PROPOSAL OF**

	115 SW 140th Terrace	
Precon Corporation	Newberry, FL 32669	352-332-1200
<b>FULL LEGAL</b> Company Name	Address	Telephone Number

Having become familiar with site conditions of the project, and having carefully examined the proposal requirements, including the Advertisement, Project Requirements, Design and Construction Criteria, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled CR 214 WTP 2.0 MG Ground Storage Tank, 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 Request for Proposal Documents for the following dollar amount stated in this Price Proposal summarized as follows:

**PRICE PROPOSAL:**

**BASE BID:** Design-Build Services for CR 214 WTP 2.0 MG Ground Storage Tank per RFP document and specifications.

<u>\$1,063,000</u>	/00	
Total Base Bid Lump Sum Price (Numerical)		
One Million Sixty-three Thousand and 00		/100 Dollars
(Amount written or typed in words)		

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.

**TESTING SERVICE ALLOWANCE\***

\$ <u>10,000.00</u>		
Total Testing Allowance (Numerical)		
<u>Ten Thousand and Zero</u>		/100 Dollars
(Amount written or typed in words)		

*\*The allowance shown is an estimated unit price allowance and will be adjusted (+/-) upon receipt of an invoice for applicable testing.*



**TOTAL BID PRICE PROPOSAL:** Base Bid + Testing Allowance

\$1,073,000.00  
Total Bid Price Proposal (Numerical)

One Million Seventy-three Thousand and 00 /100 Dollars  
(Amount written or typed in words)

Time of Substantial Completion to be 180 consecutive calendar days from receipt of Notice to Proceed from Owner. An additional 30 consecutive calendar days will be allowed from Substantial Completion to Final Acceptance 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: 12/17/15

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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 Proposal by the Board within sixty (60) calendar days for the time set for the receipt of proposal, 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 One Hundred & Eighty (180) consecutive calendar days after 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.

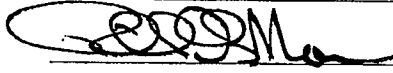
The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Proposal; that the amount is not to be construed as a penalty, but as liquidated damages which 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**

Company Name: Precon Corporation (Seal)

By: Richard G. Moore, President  
(Name typed or printed)



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

Address: 115 SW 140th Terrace, Newberry, FL 32669

Telephone No.: (352) 332-1200

Fax No.: (352) 332-1199

Federal I.D. Tax Number: 59-2045133

DUNS Number: \_\_\_\_\_

**INDIVIDUAL**

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

\_\_\_\_\_  
(Signature)

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

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

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

- Attachments:
- Bid Price Proposal Attachment "A" - Affidavit
  - Bid Price Proposal Attachment "B" - Certificate of Compliance with Florida Trench Safety Act
  - Bid Price Proposal Attachment "C" - Certificates as to Corporate Principal
  - Bid Price Proposal Attachment "D" - Bid Bond
  - Bid Price Proposal Attachment "E" - Addenda Acknowledgements

Bid Price Proposal Attachments "A", "B", "C" and "D" Bid Bond must be completed and attached to the Bid Price Proposal along with a signed copy of each addendum issued for this RFP acknowledging receipt

**BID PRICE PROPOSAL - 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 Richard G. Moore, PE who being duly sworn, deposes and says he is President (Title) of the firm of Precon Corporation Bidder submitting the attached proposal for the services covered by the bid documents for RFP# 16-20 - - Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank in St. Johns County, Florida.

The affiant further states that no more than 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.

Precon Corporation  
(Bidder)

By: [Signature]  
Richard G. Moore, PE  
President  
(Title)

Sworn and subscribed to me this 6th day  
of January, 2016

Notary Public: [Signature]  
Signature

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



**ALL PROPOSERS FOR THIS PROJECT MUST EXECUTE AND ATTACH THIS AFFADAVIT**

**BID PRICE PROPOSAL - ATTACHMENT "B"**

**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: Richard G. Moore, PE

Precon Corporation

Bidder



Authorized Signature

January 6, 2016

Date

RFP NO.: 16-20

ATTACHMENT "D"

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Precon Corporation  
as Principal, and Great American 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 Price Proposal, dated January 7, 2016.

For  
**Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank**  
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 7th day of January A.D., 2016, 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:

*[Signature]*  
*[Signature]*  
*[Signature]*

Precon Corporation  
PRINCIPAL:

Precon Corporation  
NAME OF FIRM:

*[Signature]*  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)  
Richard G. Moore, PE  
President  
TITLE

115 SW 140th Terrace  
BUSINESS ADDRESS

Newberry FL 32669  
CITY STATE

WITNESS:

*[Signature]*  
Yaniris Romero

Great American Insurance Company  
SURETY:

Great American Insurance Company  
CORPORATE SURETY

*[Signature]*  
ATTORNEY-IN-FACT (AFFIX  
SEAL) Gloria A. Richards, Attorney-in-Fact &  
FL Licensed Resident Agent  
301 E. Fourth Street  
BUSINESS ADDRESS

Cincinnati OH 45202  
CITY STATE

Florida Surety Bonds, Inc.  
NAME OF LOCAL INSURANCE AGENCY

**BID PRICE PROPOSAL - ATTACHMENT "C"**

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Deborah Dupree, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Richard G. Moore who signed the said bond on behalf of the Principal, was then 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.

*Deborah A Dupree*

Secretary

Corporate Seal

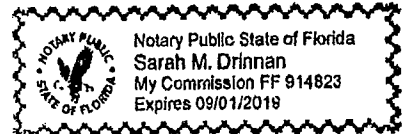
(STATE OF FLORIDA  
COUNTY OF ~~SAN JUAN~~ ORANGE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that she is the Attorney-In-Fact, for the Surety and that she has been authorized by Great American 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 7th day of January, 2016, A.D.

NOTARY PUBLIC  
State of Florida-at-large  
Sarah M. Drinnan  
My Commission Expires: 9/1/2019

*Sarah M. Drinnan*



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





Great American Insurance Group Tower  
301 E. Fourth Street  
Cincinnati, OH 45202-4201

GreatAmericanInsurance.com

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2014**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 2,606,946,732	Unpaid losses and loss expenses.....	\$ 2,604,906,915
Stocks.....	1,268,211,297	Reserve for underwriting expenses.....	211,147,128
Mortgage loans on real estate.....	232,715,906	Federal and foreign income taxes.....	5,498,938
Real estate (net of encumbrances).....	51,025,370	Reserve for unearned premiums.....	980,467,964
Cash and short-term investments.....	206,260,376	Ceded reinsurance premiums payable.....	73,077,708
Other invested assets.....	104,035,766	Funds held under reinsurance treaties.....	490,680,683
Receivable for securities.....	6,635,646	Payable for securities.....	8,934,664
Investment income due and accrued.....	24,585,358	Retroactive reinsurance ceded.....	(121,695,341)
Agents' and premium balances.....	475,775,089	Other liabilities.....	<u>145,155,124</u>
Reinsurance recoverable on loss and loss expense payments.....	42,159,415	Total liabilities.....	4,398,173,783
Net deferred tax asset.....	108,796,928	Capital stock.....	\$ 15,440,600
Receivable from affiliates.....	6,441,908	Paid in surplus.....	322,831,611
Receivable from Federal Crop Insurance Corporation.....	493,294,639	Special surplus funds.....	121,695,341
Company owned life insurance.....	144,510,736	Unassigned funds.....	<u>953,598,448</u>
Funds held as collateral.....	8,799,572	Policyholders' surplus.....	<u>1,413,566,000</u>
Funded deductibles.....	12,638,694		
Other admitted assets.....	<u>18,906,351</u>		
Total.....	<u>\$ 5,811,739,783</u>	Total.....	<u>\$ 5,811,739,783</u>

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

SS.:

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2014.

Subscribed and sworn to before me

this 16th day of February, 2015.



*T.S.A. Meyer*  
Public Notary T.S.A. MEYER  
Notary Public, State of Ohio

*Robert J. Schwartz*  
Controller

*Stephen Beraha*  
Assistant Secretary

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than NINE

No. 0 18465

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power	
JEFFREY W. REICH	TERESA L. DURHAM	GLORIA A. RICHARDS	ALL
SUSAN L. REICH	LESLIE M. DONAHUE		\$75,000,000
KIM E. NIV	J. GREGORY MACKENZIE	ALL OF	
PATRICIA L. SLAUGHTER	DON BRAMLAGE	MAITLAND, FLORIDA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of February, 2009  
Attest GREAT AMERICAN INSURANCE COMPANY

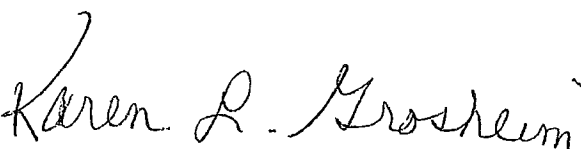


DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16th day of February, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

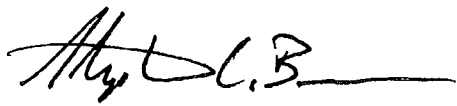
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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 officer 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.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of January, 2010.



RFP No.: 16-20

DESIGN BUILD SERVICES for CR 214 WTP 2.0 MG GROUND STORAGE TANK

ATTACHMENT "E"

ADDENDA ACKNOWLEDGEMENT/S



## St. Johns County Board of County Commissioners

Purchasing Division

December 17, 2015

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No.: 16-20 – Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

#### *Changes/Clarifications:*

#### **REQUEST FOR PROPOSAL:**

##### SECTION V.B.14.e

1. DELETE "Provide and 3-foot river rock bed walkway with concrete curb and 6 mil visceen underneath around tank perimeter."

##### SECTION V.B.15

1. a. - REVISE to read "The tank shall be disinfected in accordance with AWWA C652, Chlorination Method 2 or 3."  
b. - DELETE "The chlorine solution shall be applied directly to all surfaces of the tank including the underside of the roof by spray equipment."

#### **QUESTIONS AND GENERAL INFORMATION:**

1. The soils report indicates the presence of groundwater which will affect the design and cost of constructing our tank, two questions:
  - a. Can the tank dimensions be altered to 124'-4" ID x 22'-0" WH with a finished floor elevation of 46.0? In my opinion, this would take us out of any groundwater concern.

*No, the tank dimension and finished floor elevation will not be changed.*

- b. If no to question a, what groundwater elevation are we to design the tank to resist buoyancy?

*The season high groundwater elevation noted in the geotechnical report should be used for the tank design. Please refer to the existing survey provided in Appendix A of the Request for Proposal for the existing grade elevations and determination of the season high water table elevation referenced in the report. The finished grade elevation of +/-47.00 feet is higher than the existing grade.*

3. As I understand it we are to excavate the site for the tank, however a separate contractor will place the back fill after we have constructed the tank, two more questions:

- a. Suggest removing the river rock mow strip from the tank contract and adding to the separate contractor as this should save money. We can install if desired.

*Design/Build Contractor shall backfill the disturbed area around the tank back to existing grade. A separate Contractor will follow with final grading, stabilization and walkway installation. The 3-foot walkway shall be removed from the Design/Build Contractor's scope of work.*

- b. Can the excavated material be left on site?

*All surplus excavated material shall be removed from the site and legally disposed of.*

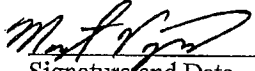
4. Describe the electrical work that will be installed by another contractor on the tank.

- a. Site light on top of tank;
- b. Light switch receptacle at bottom of ladder;
- c. Type 316 SS Cable hanger for submersible level transducer inside hatch;
- d. NEMA 4X aluminum terminal box at top of tank to terminate level transducer vented cable;
- e. NEMA 12/3R aluminum door-in-door enclosure with inner door mounted level indicating transmitter and back panel mounted blue ribbon surge protector; and
- f. Level transmitter installed at bottom of tank.

**THE RFP DUE DATE IS: Thursday, January 7, 2016 at 2:00 P.M.**

Acknowledgment

Sincerely,

  
Signature and Date

Sharon L. Haluska  
Contracts Manager  
Purchasing Department

MORT VINEYARD PROJECT  
Printed Name and Title MANAGER

PRECON CORPORATION  
Company Name (Print)

END OF ADDENDUM #1

RFP No.: 16-20

**DESIGN BUILD SERVICES for CR 214 WTP 2.0 MG GROUND STORAGE TANK**

**C. Official Bid Price Proposal Form w/Attachments**

**VIII. BID PRICE PROPOSAL REQUIREMENTS**

**A. General:**

Each Design-Build team being considered for this project is required to submit a Bid Price Proposal.

**B. Submittal Requirements:**

The Bid Price Proposal shall be bound and be submitted on the *Official Bid Price Proposal form with all applicable attachments and in the order as provided* and shall include one lump sum price for the Project. The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build teams quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project.

One (1) original and three (3) copies of the **BID PRICE PROPOSAL** with all applicable attachments **AND** a fully signed copy of each addenda issued for this RFP shall be packaged together in a box or envelope, sealed and clearly marked "**BID PRICE PROPOSAL**" and identified with the submitting company name and marked "**RFP 16-20 Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank** on the outside of the package.

-----

# TECHNICAL PROPOSAL

RFP No. 16-20  
Design Build Services for  
CR 214 WTP 2.0 MG Ground Storage Tank

Submitted by:

Precon Corporation  
115 SW 140<sup>th</sup> Terrace  
Newberry, FL 32669



**SECTION 1.**

**Proposing (Lead) Firm**



## PRECON CORPORATION

---

Prestressed Concrete Tanks

115 S.W. 140th Terrace  
Newberry, Florida 32669  
(352) 332-1200

January 6, 2016

St. Johns County Purchasing Dept.  
500 San Sebastian View  
St. Augustine, FL 32084

ATTN: Sharon Haluska, Contracts Manager

Re: RFP 16-20  
Design Build Services for CR 214 WTP  
2.0 MG Ground Storage Tank

Dear Ms. Haluska:

Please accept this letter as an introduction to Precon Corporation. Following is our contact information.

Precon Corporation  
115 SW 140<sup>th</sup> Terrace  
Newberry, FL 32669  
[www.precontanks.com](http://www.precontanks.com)

Primary Contact: Mort Vineyard, PE  
Ph: 352-332-1200  
Fax: 352-332-1199  
Email: [mjv@precontanks.com](mailto:mjv@precontanks.com)

Precon Corporation was founded by Richard G. Moore, PE, President, in December 1980. Precon has specialized in the construction of circular prestressed concrete tanks for water and wastewater storage and treatment since 1983, and has constructed over 500 tanks ranging in size from 100,000 gallons to 21,000,000 gallons.

Precon designs and constructs the prestressed tanks to meet the individual requirements of each project. Our tanks are designed to meet AWWA industry standards.

It is Precon's commitment to construct a quality prestressed tank built to last with continuous services and minimal down time.

We thank you for the opportunity to bid this important project. Please contact us should there be any questions we can answer.

Very truly yours,

Richard G. Moore, PE  
President

RGM/tm

ATTACHMENT "A"

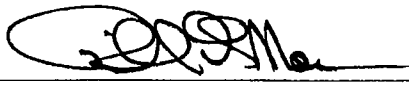
TECHNICAL PROPOSAL - STATEMENT OF QUALIFICATIONS

Company Name: Precon Corporation

I, Richard G. Moore, PE hereby certify that  
(Print Name & Title of Authorized Company Representative)

Precon Corporation  
(Full Legal Company Name)

As the Lead Proposer for this Request for Proposal (RFP) meets or exceeds the qualification requirements shown in this document. I also certify that the Design Build team is capable of providing a Public Construction Bond (Payment & Performance Bond) for 100% of the contract value and shall perform the scope of work in accordance with the specifications stated in the Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

By:   
(Signature) Richard G. Moore, PE  
President

Date: January 4, 2016

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH TECHNICAL PROPOSAL

**SECTION 2**

**Key Personnel**

**Contractor/Design Consultant**

Role of Contractor/Design Consultant: Design and construction of 2.0 MG Prestressed Concrete Tank.

(a)

Precon Corporation  
115 SW 140<sup>th</sup> Terrace  
Newberry, FL 32669

Ph: 352-332-1200  
Fax: 352-332-1199

(b)

**Project Manager:**

James Gravesen, PE  
Ph: 352-332-1200  
Cell: 352-215-1135  
jag@precontanks.com

**Designer:**

Mort Vineyard, PE  
Ph: 352-332-1200  
Cell: 352-281-5452  
mjv@precontanks.com

(c)

**Key Personnel (resumes attached):**

James Gravesen, PE  
Mort Vineyard, PE  
Kurt Linebarger, PE  
Mike Pryor  
Alan Workman, Superintendent

JAMES A. GRAVESEN, P.E.  
- Project Manager

EDUCATION: Bachelor of Science in Civil Engineering  
University of Florida, 2007

REGISTRATION: Professional Engineer  
FL, SC

Mr. Gravesen completed his education at the University of Florida and upon completion started his employment with Precon. Mr. Gravesen received his professional engineering certificate in 2007.

Below is a list of projects that Mr. Gravesen acted as project manager and/or the engineer in charge:

- Green Cove Springs, FL: 200,000 Gallon Reservoir, 50'-0" I.D. x 13'-7" W.H.
- Sebring, FL: 200,000 Gallon Ground Storage Tank, 40'-0" I.D. x 21'-3" W.H.
- Lynn Haven, FL: 850,000 Gallon Ground Storage Tank, 60'-0" I.D. x 39'-11" W.H.
- Lake City, FL: 1,500,000 Gallon Water Storage Tank, 150'-0" I.D. x 11'-5" W.H.
- McBee, SC: 2,000,000 Gallon Reservoir, 100'-0" x 34'-10" W.H.
- Spartanburg, SC: 3,000,000 Gallon Clearwell, 158'-3" I.D. x 20'-4" W.H.
- Georgetown, SC: 2,500,000 Gallon Clearwell, 156'-0" I.D. x 17'-9" W.H.
- City of York, SC: 1,500,000 Gallon Ground Storage Tank, 90'-0" I.D. x 31'-8" W.H.
- Columbia, SC: 3,000,000 Gallon Equalization Tank, 126'-0" I.D. x 36'-0" W.H.
- Columbia, SC: 7,000,000 Gallon Equalization Tank, 190'-0" I.D. x 34'-6" W.H.
- St. Johns County, FL: 2,000,000 Gallon Reclaimed Storage Tank, 100'-0" I.D. x 34'-1" W.H.
- St. Johns County, FL: 500,000 Gallon Sludge Holding Tank, 65'-0" I.D. x 18'-9" W.H.
- St. Johns County, FL: 2 - 600,000 Gallon Clarifiers, 75'-0" I.D. x 18'-1" W.H.
- Orange County, FL: 3,000,000 Gallon Ground Storage Tank, 130'-0" I.D. x 30'-3" W.H.

MORT VINEYARD, P.E.  
- Chief Engineer

EDUCATION: Bachelor of Science in Civil Engineering  
University of Florida, 1998

REGISTRATION: Professional Engineer  
FL, GA, AL

Mr. Vineyard completed his education at the University of Florida and upon completion started his employment with Precon. Mr. Vineyard received his professional engineering certificate in 2002.

Below is a list of projects that Mr. Vineyard acted as project manager and/or the engineer in charge:

- Hillsborough County, FL: 2 - 5 MG Reclaimed Water Storage Tanks 150'-0" I.D. x 38'-0" W.H.  
Project Manager responsible for the tank and project performance of tank and related work. Includes interaction with design engineer and owner.
- Hillsborough County, FL: 2 - 1 MG Clarifiers, 110'-0" I.D. x 16'-2-1/2" W.H.
- Paulding County, GA: 2 MG Reject Water Storage Tank, 105'-0" I.D. x 33'-0" W.H.
- Rockdale County, GA: 0.95 MG Gallon Sludge Holding Tank, 90'-0" I.D. x 20'-3" W.H.
- Forsyth County, GA: 20 MG Raw Water Tank, 290'-0" I.D. x 40'-6" W.D.
- Pinellas County, FL: 5 MG Ground Storage Tank, 180'-0" I.D. x 26'-4" W.D.
- Orange County, FL: 3 MG Storage Tank, 120'-0" I.D. x 35'-6" W.D.
- Plant City, FL: 4 MG Water Storage Tank, 120'-0" I.D. x 47'-0" W.D.
- Sebring, FL: 0.25 MG Ground Storage Tank, 50'-0" I.D. x 17'-0" W.D.
- City of Valdosta, GA: 0.5 MG Gallon Ground Storage Tank 65'-0" I.D. x 20'-2" W.D.
- Orange County, FL: 3 MG Ground Storage Tank, 130'-0" I.D. x 30'-3" W.D.
- Key Largo WTD: 1 MG Digester, 78'-0" I.D. x 29'-8" W.D.
- City of Oxford, NC: 1 MG Equalization Tank, 85'-0" I.D. x 23'-7" W.D.

KURT LINEBARGER, P.E.

- Project Engineer

EDUCATION: Bachelor of Science in Civil Engineering  
University of Florida, 1996

REGISTRATION: Professional Engineer  
FL, SC

Mr. Linebarger completed his education at the University of Florida and upon completion started his employment with Precon. Mr. Linebarger received his professional engineering certificate in 1996.

Below is a list of projects that Mr. Linebarger acted as project manager and/or the engineer in charge:

- Orange County, FL: 2.0 MG Finish Water Storage Tank 100'-0" I.D. x 34'-1" W.D.
- Dover, FL: 150,000 Gallon Reservoir with Aerator 30'-0" I.D. x 38'-0" W.H.
- Polk County, FL: 2.0 MG Ground Storage Tank 110'-0" I.D. x 28'-6" W.D.
- City of North Port, FL: 2.5 MG Reuse Water Storage Tank 115'-0" I.D. x 32'-2" W.D.
- Hernando County, FL: Three 2.0 MG Ground Storage Tanks 105'-0" I.D. x 30'-11" W.D.
- City of West Melbourne, FL: 3.0 MG Reuse Water Storage Tank 125'-0" I.D. x 32'-9" W.D.
- Indian River County, FL: 3.0 MG Ground Storage Tank 110'-0" I.D. x 43'-3" W.D.
- Greenville, SC: Two 2.5 MG Biosolids Storage Tanks 110'-0" I.D. x 37'-0" W.D.  
475,000 Gallon DBHT 68'-3" I.D. x 20'-6" W.D.
- City of Columbia, SC: 5.0 MG Clearwell 206'-0" I.D. x 20'-0" W.D.
- City of Cocoa, FL: 5.0 MG Ground Storage Tank 164'-0" I.D. x 31'-6" W.D.



MICHAEL W. PRYOR

- Safety & Quality Control

EDUCATION:       A.A. Degree  
                      Columbia College, Columbia, MO 1985

Mr. Pryor retired from the U.S. Navy in 1997. During his career in the Navy he received formal Instructor Training and was a certified Master Training Specialist. His assignments included Quality Assurance Inspector on aircraft emergency and survival systems.

Mr. Pryor began his career with Precon in 2000 as its Safety & Quality Control Administrator. He is responsible for teaching field personnel the skills and techniques of specialty tank construction as well as safety training.

ALAN WORKMAN

- Field Superintendent

Mr. Workman has been building tanks for Precon for over 30 years.

Below is a partial list of tanks he has built:

5,000,000 Gallon Reclaimed Water Tank	Panama City Beach, FL
4,000,000 Gallon Ground Storage Tank	
5,000,000 Gallon Ground Storage Tank	Tyndall AFB, FL
3 SBR Tanks	Panama City, FL
2,000,000 Gallon Ground Storage Tank	Apopka, FL
3 – 2,000,000 Gallon Ground Storage Tanks	Brooksville, FL
EQ Tank	Key Largo, FL
Digester	
2 – SBR Tanks	
Two – 6,000,000 Gallon Reservoirs	Alcoa, TN
2,000,000 Gallon Ground Storage Tank	Seymour, TN
2,000,000 Gallon Clearwell	Lenoir, NC
5,000,000 Gallon EQ Basin	Marietta, GA
2,000,000 Gallon Clearwell	Cumming, GA
3,000,000 Gallon Ground Storage Tank	Schriever, LA

ALAN WORKMAN

- Field Superintendent

**AWWA D110 Type II Wire-Wound, Circular Dome-Covered Tanks Built  
in Past 5 Years**

5,000,000 Gallon Reclaimed Water Tank	Panama City Beach, FL
4,000,000 Gallon Ground Storage Tank	
2,000,000 Gallon Ground Storage Tank	Apopka, FL
3,000,000 Gallon Ground Storage Tank	Clermont, FL
175,000 Gallon Ground Storage Tank	Callahan, FL
Two – 6,000,000 Gallon Reservoirs	Alcoa, TN
2,000,000 Gallon Ground Storage Tank	Seymour, TN
3,000,000 Gallon Ground Storage Tank	Orange County, FL

# Certificate of Completion

*This verifies that*

**Lizandro Reynoso**

is certified as a

**Shotcrete Nozzleman**

In Substantial Accordance with ACI 506R-05 and CP-60(09)



*We're here for you*

**UNITED CONSULTING**

United Consulting  
625 Holcomb Bridge Road  
Norcross, GA 30071  
(770) 209-0029

August 16, 2013

Exam Date

August 16, 2016

Expiration Date

Patrick J. Carr, P.E.  
Proctor

Timothy J. Beck, P.G.  
Proctor

# Certificate of Completion

*This verifies that*

**Mynor Estrada**

is certified as a

**Shotcrete Nozzleman**

In Substantial Accordance with ACI 506R-05 and CP-60(09)



*We're here for you*

**UNITED CONSULTING**

United Consulting  
625 Holcomb Bridge Road  
Norcross, GA 30071  
(770) 209-0029

August 16, 2013

Exam Date

August 16, 2016

Expiration Date

Patrick J. Carr, P.E.  
Proctor

Timothy J. Beck, P.G.  
Proctor

# Certificate of Completion

*This verifies that*

**Benigno Ramirez**

is certified as a

**Shotcrete Nozzleman**

In Substantial Accordance with ACI 506R-05 and CP-60(09)



*We're here for you*

**UNITED CONSULTING**

United Consulting  
625 Holcomb Bridge Road  
Norcross, GA 30071  
(770) 209-0029

August 16, 2013

Exam Date

August 16, 2016

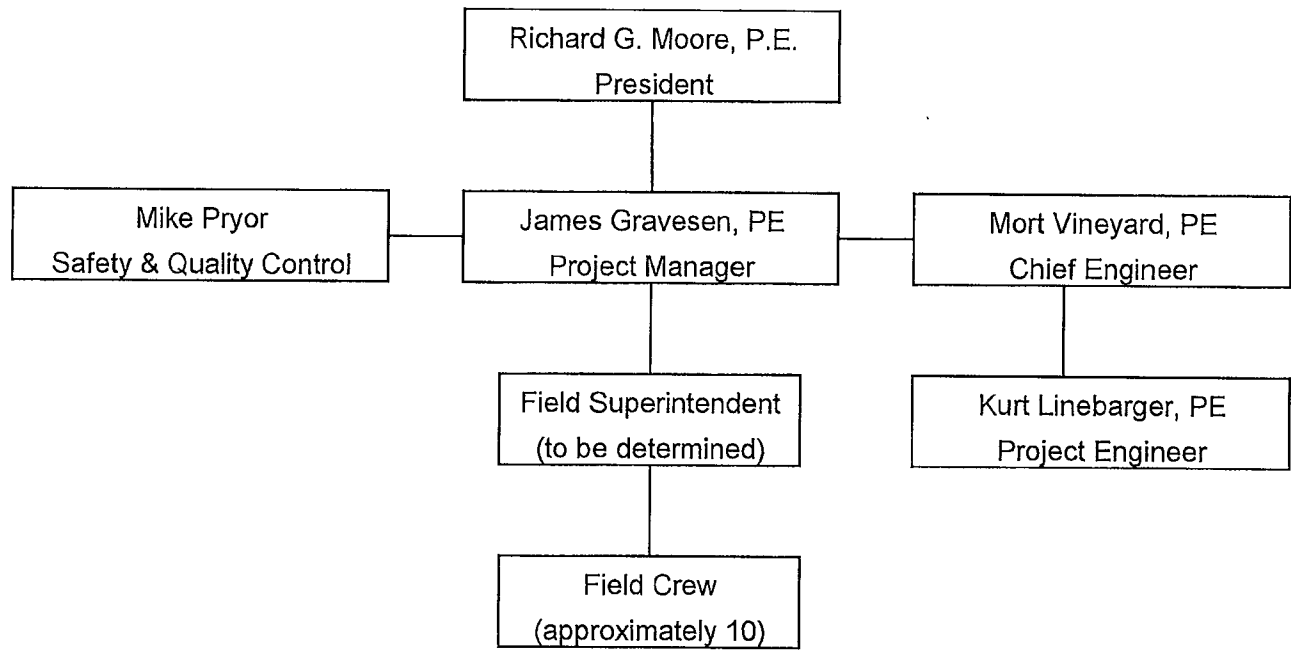
Expiration Date

Patrick J. Carr, P.E.  
Proctor

Timothy J. Beck, P.G.  
Proctor

PRECON CORPORATION  
Organization Chart

RFP No. 16-20  
Design Build Services for CR 214 WTP 2.0 MG Ground Storage Tank



**SECTION 3.**

**Team Credentials**



**Licenses/Certifications for Contractor and Design Consultant**

Florida General Contractor License (copy attached)

Florida Professional Engineer License (copies attached):

Richard G. Moore, PE

James A. Gravesen, PE

Morton J. Vineyard, PE

Kurt A. Linebarger, PE



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

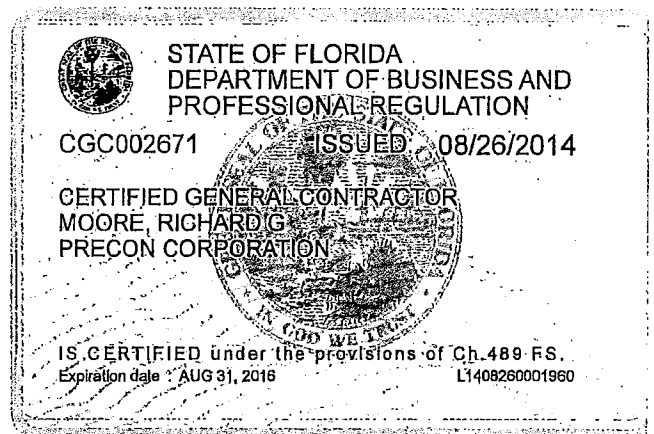
**(850) 487-1395**

**MOORE, RICHARD G  
PRECON CORPORATION  
115 NW 140TH TER  
NEWBERRY FL 32669-9667**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

# State of Florida

Board of Professional Engineers



Richard G. Moore, P.E.



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer

Chapter 471, Florida Statutes

Expiration: 2/28/2017

P.E. Lic. No:

Audit No: 228201732430

13159

# State of Florida

Board of Professional Engineers



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201730883

P.E. Lic. No:

74747

# State of Florida

Board of Professional Engineers

MORRIS JOHN VINEYARD, P.E.



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
Expiration: 2/28/2017  
Audit No: 228201713444

P.E. Lic. No:  
58798

# State of Florida

Board of Professional Engineers

Attests that

**Kurt Austin Linebarger, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201522751

P.E. Lic. No:

58095

**Proof of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	CONTACT NAME: Anne Edwards		
	PHONE (A/C, No. Ext): (800) 845-8437	FAX (A/C, No.): (888) 883-8680	
	E-MAIL ADDRESS: AnneE@lassiter-ware.com		
INSURED Precon Corporation 115 S.W. 140 Terrace Newberry FL 32669	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Amerisure Mutual Insurance		23396
	INSURER B: Amerisure Insurance Company		19488
	INSURER C: Crum & Forster Specialty		44520
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2016-17 Ren Mas REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CPP20856700201	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						\$	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY		CA20590690701	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	X				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CU20590720602	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC207400704	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
C	Poll/Prof Liab \$10k Ded		PKC103334	7/15/2015	7/15/2016	Commercial Aggregate \$5,000,000	
A	Inland Marine		CPP20856700201	1/1/2016	1/1/2017	Rented/Leased Equipment 250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: SR 16 (Turnbull Dr) Design Build contract for 1.5 MG Reuse Ground Storage Tank; St. Johns County Utility Department; RFP No. 15-01; St. Johns County, Florida  
St. Johns County, a political subdivision of the State of Florida is named as an additional insured under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Ziccardi/ANNEE





620 N Wymore Road Suite 200  
Maitland, FL 32751  
(407) 786-7770 ♦ Fax (407) 786-7766

1326 S Ridgewood Ave, Suite 15  
Daytona Beach, FL 32114  
(386) 898-0507 ♦ Fax (386) 898-0510

Toll Free (888) 786-BOND ♦ Fax (888) 718-BOND

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

April 18, 2012

RE: Precon Corporation

To Whom It May Concern,

We are pleased to be the surety agents for Precon Corporation. Bonds are currently written through Great American Insurance Company which is A.M. Best Rated "A,XIV" and has a Treasury Listing of \$147,628,000.

We have investigated the financial capabilities, performance references, and think you'll be pleased with the quality of their work.

We usually anticipate no difficulties in providing surety bonds for Precon Corporation in the \$25,000,000 single, \$50,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey W. Reich".

Jeffrey W. Reich  
CPCU  
President

**SECTION 4.**

**Previous Project Experience**

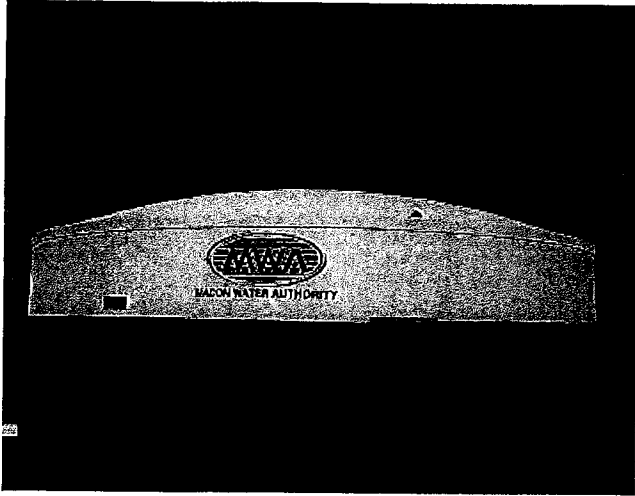
**Previous Project Experience:**

<u>Project Name/Description</u>	<u>Owner</u>	<u>Value</u>	<u>Completion Date</u>
Tarpon Springs, FL 2,000,000 Gallon Reclaimed Water Tank 107'-0" I.D. x 32'-10" W.D.	City of Tarpon Springs Juan Cruz Director of Public Services 727-942-5616	1M +/-	12/08
Macon, GA 1,500,000 Gallon Ground Storage Tank 110'-0" I.D. x 21'-1" W.D.	Macon Water Authority Randy Smith, Utilities Director 478-464-5635	.7M +/-	10/08
Ellijay, GA 6,000,000 Gallon Ground Storage Tank 150'-0" I.D. x 45'-5" W.D.	Ellijay/Gilmer County WSA Ellijay, GA Emory Debord, Utilities Dir. 706-276-2202	1.8M +/-	12/09
Columbus, GA 2 - 4,000,000 Gal. Raw Water Storage Tanks 148'-0" I.D. x 34'-0" W.H.	Columbus Water Works Columbus, GA Lynn Campbell, V.P. 706-649-3459	2.0M +/-	6/10
Alcoa, TN 2 - 6,000,000 Gallon Reservoirs 190'-0" I.D. x 28'-6" W.D.	City of Alcoa Alcoa, TN Simon deVente, PE Asst. Director 865-380-4810	4.5M +/-	8/12
Clermont, FL 3,000,000 Gallon Reclaimed Storage Tank 160'-0" I.D. x 20'-2" W.H.	City of Clermont Clermont, FL James Kinzier Director of Utilities 352-241-0178	1.5M +/-	7/14
Alexandria, LA 1,000,000 Gallon Ground Storage Tank 75'-0" I.D. x 30'-4" W.D.	City of Alexandria Alexandria, LA Heath McGuffee, PE (Engineer) 318-448-0888	.6M +/-	12/14
St. Augustine, FL 1,500,000 Gallon Reuse Ground Storage Tank 100'-0" I.D. x 25'-6" W.D.	St. Johns County, FL Scott Tigg 904-209-2622	.75M +/-	10/15
Nokomis, FL 7,500,000 Gallon Reclaimed Water 190'-0" I.D. x 35'-6" W.H.	City of Venice Venice, FL Tim Hochuli, PE 941-486-2788 x277	3.0M +/-	2/14

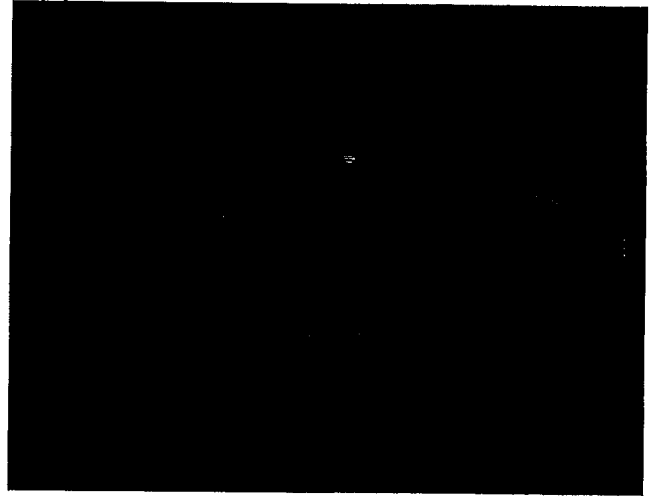
(see photos next page)

Photos

Macon, GA



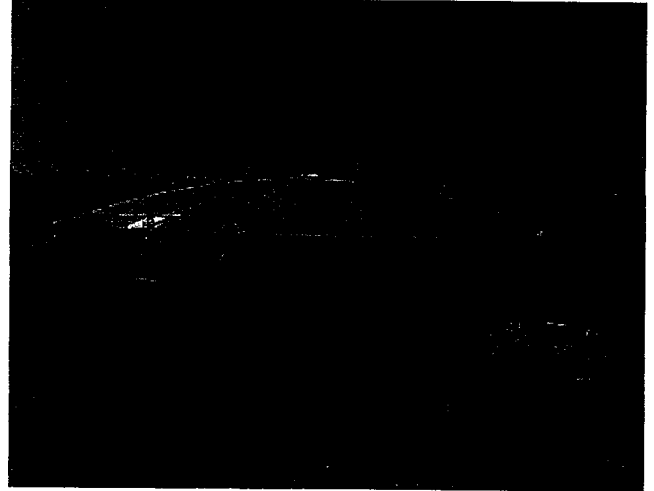
Ellijay, GA



Columbus, GA



Alcoa, TN



Alexandria, LA



**SECTION 5.**

**Project Understanding and Approach**

## Project Understanding and Approach

The St. Johns County C.R. 214 ground storage tank project involves three major components. The approach to each is outlined below:

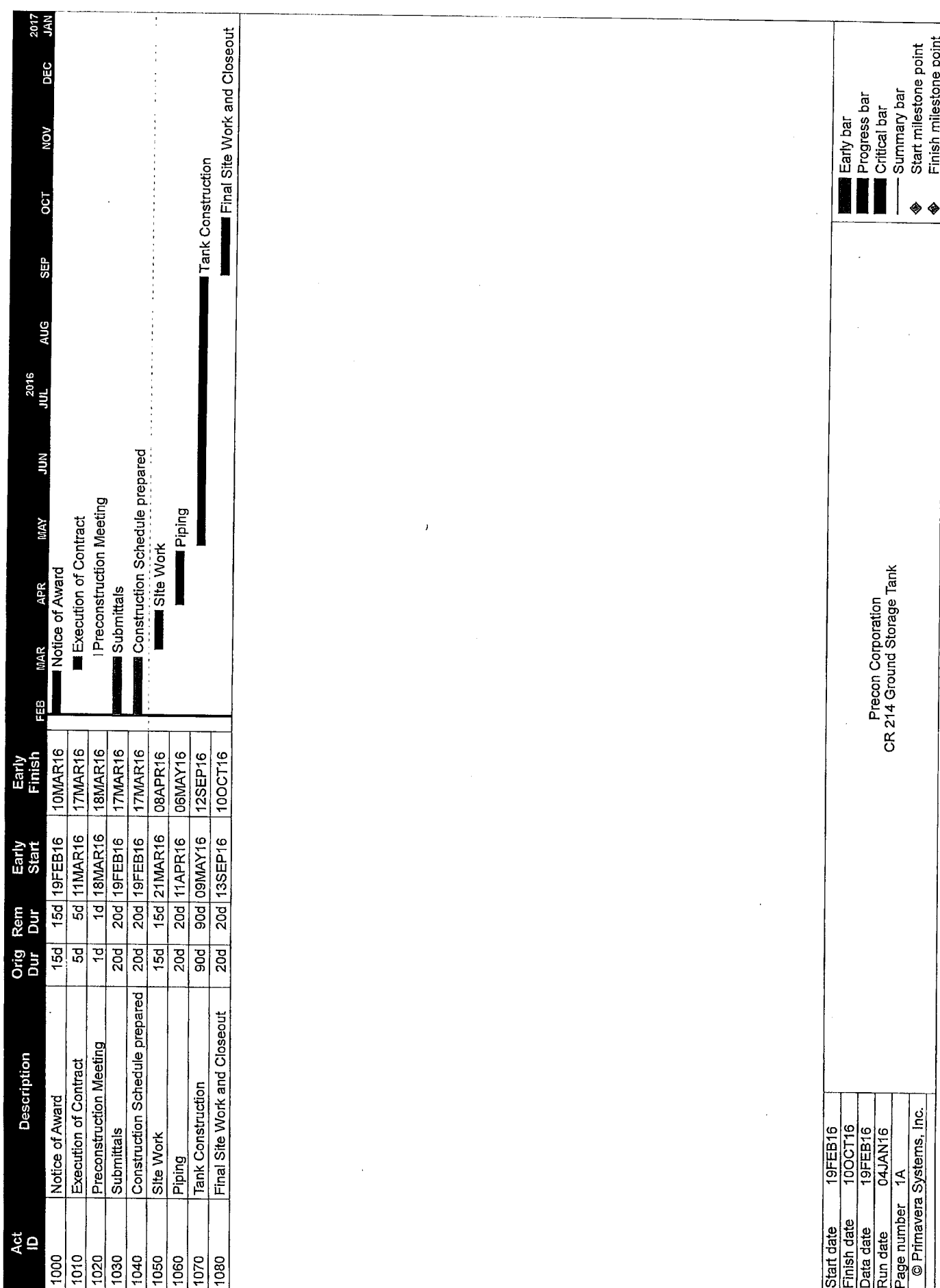
### Major Components

1. Site work – The site work for the project consists of excavating approximately 3' of soil to achieve the subgrade of the tank. Majority of the excavated material will be hauled off site, while a portion will remain to backfill the tank upon completion. The subgrade following preparation will be verified for compaction with use of proof rolling and soils engineer observation.
2. Piping – The piping is also minor in nature but will require close supervision during installation for quality control. The piping after installation will be pressure tested to insure proper installation. The piping will be designed and installed per industry standards and St. Johns County construction standards.
3. Tank – The tank is of standard size. This tank as all of our tanks will be designed by an engineer with more than 10 years of experience in prestressed concrete tank design. This design will be reviewed by a fellow engineer for quality control. Upon construction, all tank reinforcing installation will be inspected by a professional engineer prior to concrete encasement. A professional engineer will visit the field crew installing the tank at every critical point of construction and at a minimum once a week to insure the tank is of the highest quality. The tank will be designed and constructed per AWWA D-110 and ACI 372 standards.

One design issue presented for the tank is the presence of groundwater. We have examined the soils report and borings closely to determine a design ground water table elevation of 45.82'. This correlates to a required slab thickness of 11 ½" to provide sufficient ballast against buoyancy in the event the tank is empty at a seasonally high ground water level. The remainder of the tank design is standard in nature.

**SECTION 6.**

**Proposed Project Schedule**



Start date 19FEB16  
 Finish date 10OCT16  
 Data date 19FEB16  
 Run date 04JAN16  
 Page number 1A  
 © Primavera Systems, Inc.

Precon Corporation  
 CR 214 Ground Storage Tank

Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point



**SECTION 7.**

**References**

## Design-Build Projects

<u>Project</u>	<u>Owner</u>	<u>Contract Value</u>	<u>Completion Date</u>
2.0 MG Ground Storage Tank 85'-0" I.D. x 47'-5" W.D.	City of LaFayette, GA Wally Meeks 706-639-1556	1.05M +/-	2/14
7.5 MG Reclaimed Water GST 190'-0" I.D. x 35'-6" W.H.	City of Venice, FL Tim Hochuli, PE 941-486-2788x227	2.8M +/-	11/13
1.5 MG Reuse Storage Tank 100'-0" I.D. x 25'-6" W.D.	St. Johns County Utility Dept. Scott Tigg 904-209-2622	.76M +/-	10/15