

RESOLUTION NO. 2020 - 55

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD SS 20-23; SR 207 MASTER PUMP STATION STORAGE TANK REPAIR TO FLORIDA AQUASTORE AND UTILITY CONSTRUCTION, INC., AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE WORK.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Florida Aquastore and Utility Construction, Inc., to complete the SR 207 Master Pump Station Storage Tank Repair; and

**WHEREAS**, the repairs of the SR 207 Master Pump Station Storage Tank project requires the contractor to provide labor, materials and equipment to provide labor, materials and equipment for mobilization and demobilization to the jobsite, take down the Aluminum Dome to facilitate the replacement of damaged sidewall panels and dome angle, replace damages sidewall panels including sealing all interior sidewall panels' edges with CIM 1000, remove and replace the Dome Support Angle, coat the interior of the starter Ring with CIM 1000, supply and install the tank manufacturer's passive sacrificial anode Cathodic Protection based on current water characteristics, and;

**WHEREAS**, the County obtained a proposal from Florida Aquastore and Utility Construction, Inc., for the repairs to SR 207 Master Pump Station Storage Tank, and;

**WHEREAS**, a single/sole source notification was posted through DemandStar in accordance with Florida Statutes and received no responses, and;

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

**WHEREAS**, the project will be funded by the SJC Utility Department.

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

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

Section 2. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to complete the project as specifically provided in SS 20-23.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18 day of February, 2020.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Bjandon Patty, Clerk

By: Tam Alterman  
Deputy Clerk

Re rendition Date: 2/20/20





**STANDARD AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR**  
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement (“Agreement”) is made as of \_\_\_\_\_, 2020 by and between **St. Johns County, FL** (“Owner”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Florida Aquastore and Utility Construction, Inc.**, (“Contractor”), whose principal offices are located at: 4722 N.W. Boca Raton Blvd., Suite C-102, Boca Raton, FL 33431; Phone: (561) 994-2400; Fax: (561) 994-2444; and Email: [marcelo@florida-aquastore.com](mailto:marcelo@florida-aquastore.com), under seal for Construction of **SS No: 20-23; SR 207 Master Pump Station Storage Tank Repair**, hereinafter referred to as the “Project”. The Owner and the Contractor hereby agree as follows:

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

**1.1 The Contract**

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

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Agreement, the Single/Sole Source Documents, Contractor Quote (dated October 14, 2019), Florida Aquastore Tank Inspection Report (dated October 7, 2019) and all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the Bonds and Insurance.

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

**1.3 Entire Agreement**

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

**1.4 No Privity with Others**

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

**1.5 Intent and Interpretation**

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

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

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

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

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

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

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

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

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

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

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

## **ARTICLE II THE WORK**

### **2.1 Scope of Work**

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

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

The Contractor's responsibility under this Agreement is to provide labor, materials and equipment for mobilization and demobilization to the jobsite, take down the Aluminum Dome to facilitate the replacement of damaged sidewall panels and dome angle, replace damaged sidewall panels including sealing all interior sidewall panels' edges with CIM 1000, remove and replace the Dome Support Angle, coat the interior of the starter Ring with CIM 1000, supply and install the tank manufacturer's passive sacrificial anode Cathodic Protection based on current water characteristics as proposed by the Contractor and stated in the Contractor's proposal dated October 14, 2019.

**ARTICLE III  
CONTRACT TIME**

**3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **One Hundred Fifty (150)** consecutive calendar days. Final Completion shall be reached by or before **Thirty (30)** consecutive calendar days after Substantial Completion. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

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

3.1.3 The Contractor shall pay the Owner the sum of **\$964.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

**3.2 Substantial Completion**

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

**3.3 Time is of the Essence**

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

**ARTICLE IV  
CONTRACT PRICE**

**4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Total Lump Sum price of **One Hundred Twenty Thousand Nine Hundred Sixty-Three Dollars (\$120,963.00)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

**ARTICLE V  
PAYMENT OF THE CONTRACT PRICE**

**5.1 Schedule of Values**

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

## **5.2 Payment Procedure**

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

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

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

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

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

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

### **5.3 Withheld Payment**

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

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

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

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

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

### **5.5 Substantial Completion**

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

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

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

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

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the

Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

## **ARTICLE VI THE OWNER**

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

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

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

6.1.3 The Owner shall furnish the Contractor, upon request, two (2) copies of the Contract Documents for execution of the Work, free of charge. The Contractor shall be charged, and shall pay the Owner twenty five dollars (\$25.00) per additional set of Contract Documents which it may require.

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

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

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

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

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

## **ARTICLE VII THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall

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

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

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

**7.4. Warranty**

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

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

**7.6 Supervision**

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

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

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

**7.7 Product Data and Samples**

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

**7.8 Cleaning the Site and the Project**

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

**7.9 Access to Work**

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



## **7.10 Indemnity**

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

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

## **7.11 Safety**

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

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

## **7.12 E-Verify**

7.12.1 The Contractor must utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel performing any portion of the Work. Additionally, the Contractor must expressly require any sub-contractor(s) or sub-consultant(s) performing work or providing services pursuant to the Work shall likewise utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor(s) or sub-consultant(s) while working on the project.

# **ARTICLE VIII CONTRACT ADMINISTRATION**

## **8.1 Project Director**

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

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

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

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

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

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

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

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

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

## **8.2 Claims by the Contractor**

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

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

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

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the

Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

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

### **8.3 Field Orders**

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

## **ARTICLE IX SUBCONTRACTORS**

### **9.1 Definition**

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

### **9.2 Award of Subcontracts**

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

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

## **ARTICLE X CHANGES IN THE WORK**

### **10.1 Changes Permitted**

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

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

### **10.2 Change Order Defined**

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

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

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case,

the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

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

#### **10.4 Minor Changes**

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

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

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

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

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

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

#### **11.1 Uncovering Work**

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

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

#### **11.2 Correcting Work**

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

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

to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

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

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

## **ARTICLE XII CONTRACT TERMINATION**

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

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

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

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

#### **12.2.1 For Convenience**

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

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

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

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the

Contractor the following amounts;

- (d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

### **12.2.2 For Cause**

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

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

12.2.2.3 In the event the Agreement with the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII INSURANCE**

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

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section 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 Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor 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.** Compliance with the foregoing requirements shall not relieve the Contractor 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

The Contractor 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 Contractor 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 contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor 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 Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE XIV MISCELLANEOUS**

##### **14.1 Governing Law & Venue**

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

##### **14.2 Successors and Assigns**

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

##### **14.3 Surety Bonds**

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

##### **14.4 Safety of Persons and Property**

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

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

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

**ARTICLE XV  
EQUAL EMPLOYMENT OPPORTUNITY**

**15.1 Contractor's Employment Opportunity**

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

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

**ARTICLE XVI  
APPRENTICESHIP LAW REQUIREMENTS**

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

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

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

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

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

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

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

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

**ARTICLE XVII  
PUBLIC RECORDS**

**17.1 Public Records**

17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or 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), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

17.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

**SS NO: 20-23; SR 207 MASTER PUMP STATION STORAGE TANK REPAIR  
Master Contract No.: 20-MCS-FLO-11720**

**Owner:**

St. Johns County, FL (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPO, CPPB  
Printed Name

Purchasing Manager  
Title

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

**ATTEST: Brandon Patty**  
**St. Johns County, FL Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

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

**Legally Sufficient:**

\_\_\_\_\_  
Deputy County Attorney

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

**Contractor:**

Florida Aquastore and Utility  
Construction, Inc. (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

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

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

# Florida Aquastore

4722 N.W. Boca Raton Blvd., Suite C-102, Boca Raton, Florida 33431  
 Phone: (561) 994-2400

Fax: (561) 994-2444

## PROPOSAL AND CONTRACT

**TO:** St. Johns County Board of County Commissioners  
 1205 State Road 16  
 St. Augustine, FL 32084  
 Attn. Teri Pinson, P.E.  
 Cell: (904) 209-2604 Office

**DATE:** October 14th, 2019  
**PROJECT:** Model 4815CFWT  
 Aquastore Tank

**TERMS:** 100% Progress Payment

QTY	We are pleased to quote you on the following work for acceptance within 30 days:	UNIT PRICE	EXTENSION
1	Mobilization.		
1	Labor, equipment & materials to take down Aluminum Dome to facilitate the replacement of damaged sidewall panels and dome angle.		
51	Materials, labor & equipment to replace damaged sidewall panels including sealing all interior sidewall panels' edges with CIM 1000.		
17	Remove and replace Dome Support Angle.		
1	Coat interior of starter Ring with CIM 1000		
1	Supply & Install tank manufacturer's passive sacrificial anode Cathodic Protection based on current water characteristics.		
		<b>TOTAL:</b>	=====
			<b>\$120,963</b>
	<p><b>NOTE 1:</b> The tank must be drained &amp; completely cleaned out by the Purchaser prior to the arrival of our personnel if possible.</p> <p><b>NOTE 2:</b> Mobilization to cover travel to and from site from our Boca Raton office will be charged for each trip. Mobilization will be charged and invoiced to the Purchaser unless the Purchaser notifies FA of the cancellation at least 24 hrs. prior to the scheduled arrival of FA personnel.</p> <p><b>NOTE 3:</b> Price is valid for acceptance for 60 days from the date of this Proposal.</p>		


Accepted for the purchaser: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_\_

Submitted by \_\_\_\_\_  
Marcelo Sicuro

## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including plant orientation, influent and effluent location is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.
3. Purchaser agrees to provide a clear level work area a maximum of 6" of below the tank finished floor elevation and minimum of 10' beyond the radius of the tank. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc. after erection shall be the responsibility of the Purchaser. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.
4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Purchaser agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Purchaser's failure to prepare or maintain site or access to site, Purchaser agrees to compensate Florida Aquastore for costs incurred. Purchaser further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Purchaser's responsibility.
5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Purchaser hereby agrees to reimburse F.A. for the additional costs incurred.

Work hours by Florida Aquastore at the site shall be as determined by F.A. The Purchaser shall not define working hours, number of work days per week or prohibit F.A. from working evenings, weekends, holidays, etc. when deemed to be advisable by F.A.

### 6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The customer shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Customer agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

### 7. UNLOADING OF EQUIPMENT

Purchaser is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment or accessories shipped to Purchaser for his installation that is not a part of this contract.

### 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Purchaser seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Purchaser. Any back ordered items not installed at the time shall be listed on the "Acceptance Agreement" with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Purchaser at the "back ordered address" previously provided and stored until the F.A. installation is scheduled.

### 9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify F.A. so that corrective action can be taken.

### 10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery, and for any back ordered material delivered to Purchaser after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to equipment, which is stored on site or left inoperative after installation due to delays in startup. Purchaser agrees to be responsible for security and protection of such equipment.

### 11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Purchaser agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

### 12. LICENSES AND PERMITS

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

13. Purchaser intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Purchaser's premises. Purchaser hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Purchaser. In the event Purchaser finances this purchase through someone other than Purchaser, Purchaser agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

14. The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

15. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

16. F.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Owner. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Owner.

**17. ATTORNEY'S FEES**

Should either party employ and attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach, Florida.

**18. TIME DELAYS/CUSTOMS DELAYS**

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

**19. CANCELLATIONS**

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date.

## David Pyle

---

**From:** Teri Pinson  
**Sent:** Wednesday, January 29, 2020 9:44 AM  
**To:** David Pyle  
**Subject:** Fwd: St. Johns County Tank Inspection and Repair

See below for October proposal good through feb 2020.

Sent from my iPad

Begin forwarded message:

**From:** Marcelo Sicuro <marcelo@florida-aquastore.com>  
**Date:** December 20, 2019 at 11:20:21 AM EST  
**To:** Teri Pinson <tpinson@sjcfl.us>  
**Cc:** Scott Trigg <strigg@sjcfl.us>, Peter Boccagna <peter@florida-aquastore.com>  
**Subject: RE: St. Johns County Tank Inspection and Repair**

This message has been archived. [View the original item](#)  
Good Morning Teri:

The proposal submitted in October is valid until February 2020

Best regards,

Marcelo Sicuro  
Vice President

[Description: Description: Description: Description: FL\_aqualogoNO\_TAG]

4722 NW Boca Raton Blvd., Suite C-102

Boca Raton, FL 33431

Office: (561) 994-2400

Direct: (561) 939-6285

www.florida-aquastore.com<https://urldefense.proofpoint.com/v2/url?u=http-3A\_\_www.florida-2Daquastore.com\_&d=DwMFAG&c=F0HQUGXLdjlGg8PCV11crVaVmBki091BgFUp0FesxH4&r=F3xlAusdjUn6fW9u1WfxXA&m=wDfhe6RtE5zFWwLm5Tqc\_dIMFMOa9KrwChEZw2LFiOI&s=smRorrFILIZ-L6ydw68ddSvyh1AIKYnA8TUcPVH7KL0&e=>

**From:** Teri Pinson <tpinson@sjcfl.us>  
**Sent:** Friday, December 20, 2019 11:10 AM  
**To:** Marcelo Sicuro <marcelo@florida-aquastore.com>  
**Cc:** Scott Trigg <strigg@sjcfl.us>; Peter Boccagna <peter@florida-aquastore.com>  
**Subject:** RE: St. Johns County Tank Inspection and Repair

Marcelo:

We are ready to proceed with the repairs at the SR 207 tank. I will need to get the project approved by the Boar

Attachments:

image001.png

image002.png

image003.png

(25 KB)

(38 KB)

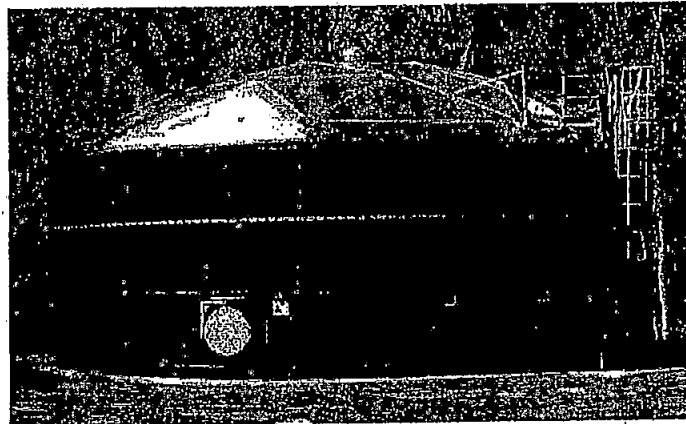
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## FLORIDA AQUASTORE TANK INSPECTION REPORT

4722 N.W. BOCA RATON BLVD.  
SUITE C-102  
BOCA RATON, FL 33431  
TEL: (561) 994-2400



Project Name: St. Johns County Utility Pump Station  
Aquastore Model 4815 Water Tank Inspection  
Owner: St. Johns County Utility Department  
Facility Address: SR 207 Wastewater Master Pump Station  
Contact: Teri Pinson, P.E.  
Tel: (904) 209-2604  
Email: XXXXXX

**TANK MODEL: Aquastore Model 4815 CFWT with Free-Span Geodesic Aluminum Dome**  
**MIP: 8063204, Approximate Year Built 2006**  
**Job No.: 2006-589**  
**St. John's Utility Pump Station Wastewater Storage Tank**  
**Date of Report: October 7, 2019**

On Marc, 2019 an interior and exterior inspection of the nominal 195,000-gallon Aquastore wastewater Storage Tank (the "Tank") at the SR 207 Wastewater Master Pump Station was performed by Mr. John Arthur, Dylan Snelgrove, and Leon Moreno, certified field tank inspectors with Florida Aquastore & Utility Construction, Inc. ("Florida Aquastore"). The purpose of the tank inspection was to establish the current condition of the tank, determine any deficiencies in the tank coating, tank appurtenances, concrete tank floor, aluminum dome assembly, and bolt seam sealer (the panel edge coating). The inspection was limited to visual observation with the aid of portable ladders as needed and does not include examination of areas hidden from view which would require disassembly or material removal to expose.

Florida Aquastore's inspection is limited in scope and does not include any evaluation of the structural integrity of the tank or its foundation. The recommendations contained in this report are solely based on the visual inspection and our experience with the manufacturer's maintenance requirements. The



## FLORIDA AQUASTORE TANK INSPECTION REPORT

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Owner can seek the services of a competent structural engineer to evaluate the structural integrity of the tank to assure that the tank can continue to be safely utilized.

The inspection was conducted following clean out of the interior tank sidewall and floor by the Owner to facilitate the interior visual inspection. The clean out prep work was satisfactorily completed, allowing for inspection of the tank wall from the tank floor:

### EXTERIOR TANK

#### **A. Exterior Sealer condition**

Overall, the exterior sealer fillets were in good condition. Approximately 25% of the sealer fillets along panel edges are beginning to show evidence of sealer deterioration which may begin to occur in the Florida environment in years ten through fifteen. The sealant condition should continue to be monitored for weathering or chalking/cracking. Under the current conditions, Florida Aquastore recommends that the exterior seams will need to be re-caulked in approximately six to eight years. However, it should be noted that due to the interior condition of the tank, much of the exterior sealant will need to be removed to determine if the tank sheets are salvageable.

The common root causes of accelerated interior and/or exterior sealer degradation are aging of the sealant, location of the tank, weathering from the elements and the storing of aggressive applications. The sealer provides the coating protection for the panel edges and maintenance of the sealer fillet is critical to the extended life of the tank. As the sealer degrades, corrosion along panel edges may become evident. A maintenance re-caulk service should be performed as the exterior sheet edges become exposed.

#### **B. Exterior Glass coating condition**

The condition of the glass coating on the overall panel surface is in poor condition due to the application being stored in the tank. During the initial installation, the client indicated that the application stored in the tank would be wastewater. Based on the information provided the tank began storing leachate and sludge in a static anaerobic environment. As the tank was not originally design for this application, further aggravated by a static anaerobic environment inside the tank, the tank exterior has approximately twenty (20) to thirty (30) perforated holes in the sidewall panels.

In the future, it is critically important that the Owner contact Florida Aquastore prior to making material changes to the application stored in its Aquastore tank. This will allow for updating the design of the cathodic protection system as well as increasing and enhancing the preventative maintenance measures that are taken during routine maintenance. This may include, but not be limited to, more frequent inspections, enhancing the cathodic protection system, and/or coating the interior seams with a Chevron Industrial Membrane (CIM) coating.



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Additionally, care should be exercised around the tank to avoid chipping caused by stones thrown by mowing or other impact damage. Newly chipped glass should be touched up with Manus Bond 75am sealant as soon as possible. The glass coating on the exterior tank panels was in generally good condition except for the areas that have perforated holes caused by the interior corrosion.

### C. Exterior bolts, bolt caps and decals

Exterior bolts, bolt caps, and decals were in good condition. Mr. Arthur identified numerous cracked or missing bolt caps needing replacement. Additionally, Mr. Arthur identified numerous nuts and washers requiring replacement. Due to the condition of the tank, the hardware, including washers, nuts, bolts, and bolt caps will need to be replaced.

The tank did not contain any safety or information decals. These decals should be placed on the tank during the next scheduled maintenance.

### D. Exterior Aluminum Dome condition

The free-span geodesic aluminum dome is in good condition. Mr. Arthur identified degradation of over 75% of the sealant along the batten strips and around the gusset covers with no metal loss or corrosion seen. Florida Aquastore recommends that the batten strips and gusset covers be resealed during the next scheduled maintenance.

Mr. Arthur identified that 75% of the dome mounting angles are in good condition. However, at least five (5) of the angles should be replaced due to material rust and corrosion around the bolts.

### E. Tank Accessory condition

The ladder assembly and top manway platform were in good condition. The safety chain is rusted and should be either cleaned and sealed with a rust inhibitor or replaced altogether.

The bottom manway assembly and gasket appears to be in fair condition. The inside manway has significant rust which should be wire brushed, cleaned with a rust inhibitor and coated with Chevron Industrial Membrane (CIM).

The tank does not have nozzles or a "Full Travel" liquid level gauge.

The web trusses are in good condition and do not appear to show evidence of damage or rust.

After observation of the tank exterior, the empty tank was entered, and the condition of the interior observed.

## INTERIOR TANK



## FLORIDA AQUASTORE TANK INSPECTION REPORT

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### A. Interior Aluminum Dome condition

The underside of the aluminum dome was observed from the tank floor. The dome structural beams and panels appear in good condition and there did not appear to be significant metal loss evident. As previously stated, at least five (5) of the dome mounting angles should be replaced due to material rust and corrosion around the bolts.

### B. Interior Sealer Condition

Overall, the interior sealer fillets were in poor condition. The interior panel edges have not been maintained since the tank was installed in 2006. Additionally, the aggressiveness of the leachate and sludge being stored in a static anaerobic environment, has accelerated the degradation of the Manus Bond sealant and the exposed steel. Mr. Arthur removed the sealant in several areas along the seams and identified rust and metal corrosion.

Due to the aggressive nature of the application, FA recommends using CIM as additional protection of the interior panel edges. Maintenance of the sealer fillet is critical to the extended life of the tank. Erosion and cracking of the sealer fillet may expose the underlying steel panel edges and some modest surface corrosion may become evident.

As the sealer continues to degrade, corrosion along panel edges and on tank sidewalls may advance. Due to how advanced the interior corrosion is along the panel edges; it does not appear that a recaulk could be done at this time and numerous tank sheets will require replacement. However, in the future, it is extremely important to clean and re-caulk rusted areas during regularly scheduled preventative maintenance before metal loss affects the structural integrity of the tank.

### C. Interior Glass coating condition

The surface of the glass coated sidewall panels appeared in poor condition due to the aggressiveness of the materials being stored and the lack of preventative maintenance on the tank. Mr. Arthur identified 1/8" to 1/4" of metal loss along the top ring horizontal seams that appears to require the replacement of the sheets. Additionally, the majority of the middle ring's horizontal and vertical seams have a 1/4" metal loss, heavy pitting, and holes. The bottom ring also has multiple holes and heavy pitting on all panels. As a result of the significant rust and corrosion, Mr. Arthur identified multiple perforated holes on all three tank rings. As these sheets have significant rusting, pitting and/or perforated holes in multiple locations, Florida Aquastore recommends replacing many of the tank sheets. However, in order to identify if any sheets are salvageable, Florida Aquastore must first remove the significantly corroded sheets to review the condition of the sheets along the bolt seams.

### D. Interior concrete floor condition

The concrete tank floor appears to be in good condition and the embedded starter ring to concrete floor slab interface is believed to be sound and liquid tight. The embedded starter ring was not sealed with



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CIM (2 component urethane coating) during the installation. FA recommends that the sidewall to slab interface be sealed with CIM during the repair works.

### **E. Interior cathodic protection system**

A passive sacrificial anode cathodic protection system was installed in the tank in 2006, consisting of four (4) sacrificial magnesium anodes. The consumable magnesium anodes have been entirely consumed and should be replaced at this time. Consumption of the new anodes may accelerate given the type of application being stored. FA recommends updating the cathodic protection system given the change in materials being stored since the tank was initially placed into service.

It is our current practice to install a passive sacrificial anode cathodic protection system in all Aquastore Tanks being built today. We commonly recommend that new anodes be installed in the tank as part of the maintenance service. Together with the reseal preventative maintenance service, the cathodic protection system will help to limit corrosion potential and extend the life of the tank going forward.

It is recommended that Florida Aquastore be provided with an analysis of the application stored in the tank to include resistivity (or conductivity), temperature, pH, and sp. gr., plus an estimate of the sq. ft. area of submerged metals in the tank. We can then provide a recommendation for the type and quantity of anodes that can be installed to provide adequate cathodic protection in the future.

### **RECOMMENDATIONS**

The tank requires significant maintenance prior to it being placed back into service. The aggressiveness of the materials being stored, further aggravated by the static anaerobic environment inside the tank, has resulted in an accelerated degradation of the tank sealant and pitting, rusting, and consequently holes in numerous tank sheets. In order to place this tank back into service, Florida Aquastore recommends that the following actions be taken:

- Remove and replace the tank sheets that are significantly corroded along the bolt seam. Once those sheets are removed, FA can determine which sheets, if any, are salvageable;
- For the tank sheets that do not need to be replaced, we recommend wire brushing, cleaning and re-caulking all exposed interior steel with 2 component urethane (CIM or similar) immediately;
- Replace hardware, nuts, bolts, and bolt caps, as needed;
- Wire brush, clean and re-caulk all exterior panel edge bolt seams with Manus Bond sealant;
- Clean corrosion deposits and touch-up chipped glass on interior and exterior sheets that remain with urethane sealer within as soon as possible; and
- Place safety and informational decals on tank;
- Remove consumed cathodic protection system and update design to allow for the current application being stored;
- Remove and replace five (5) dome angles.



## FLORIDA AQUASTORE TANK INSPECTION REPORT

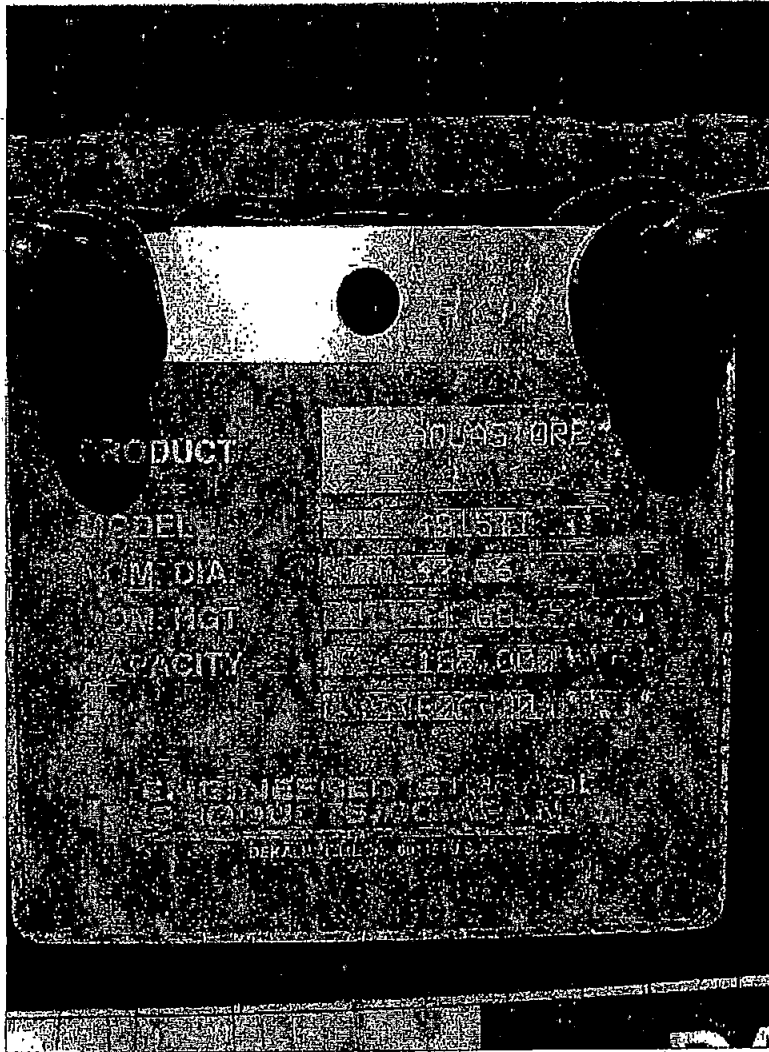
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Following the maintenance and repair service, a periodic tank maintenance plan should be followed to monitor the performance of the panel edge sealer fillets on the tank interior and exterior. By monitoring the performance of the sealer, whenever the sealer has reached the end of its serviceable life, either partial or complete reseal can be performed before metal loss especially along panel edges and bolt seams becomes significant, costly panel replacement can be avoided. Resealing of the panel edges and bolt seams when needed is critical to the continued structural integrity of the tank.

We recommend that Florida Aquastore be employed to perform the continued inspection service at appropriate intervals. In typical potable water storage service, the tank interior should be visually inspected every 5 years, more often for more aggressive and corrosive stored liquids.

**FLORIDA AQUASTORE  
 TANK INSPECTION REPORT**

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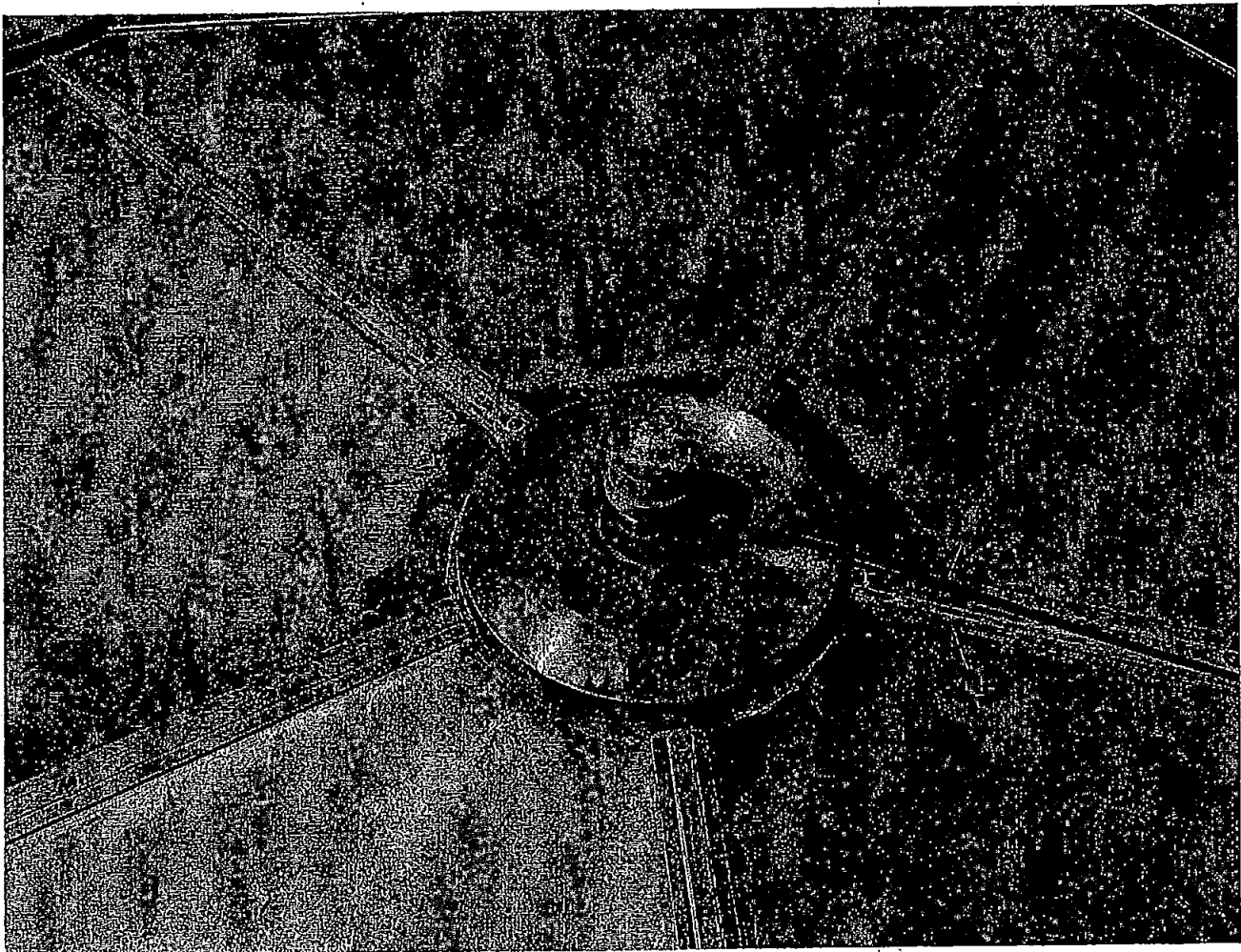


**13-Year-Old Aquastore Model 4815 Glass-Fused-to-Steel Water Storage Tank**



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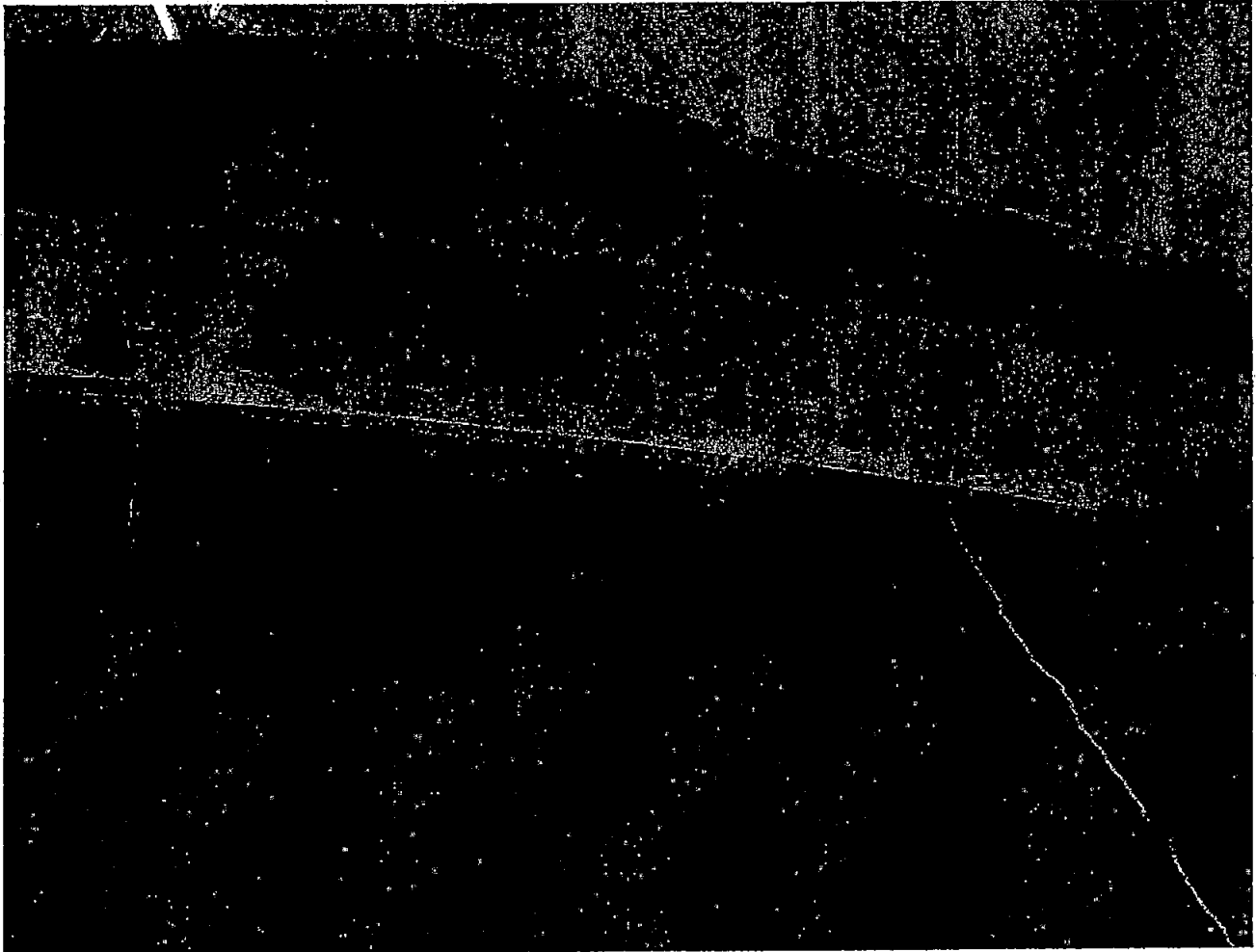


**Gusset Covers and Batten Strips of Aluminum Dome should be Recaulked**



**FLORIDA AQUASTORE  
TANK INSPECTION REPORT**

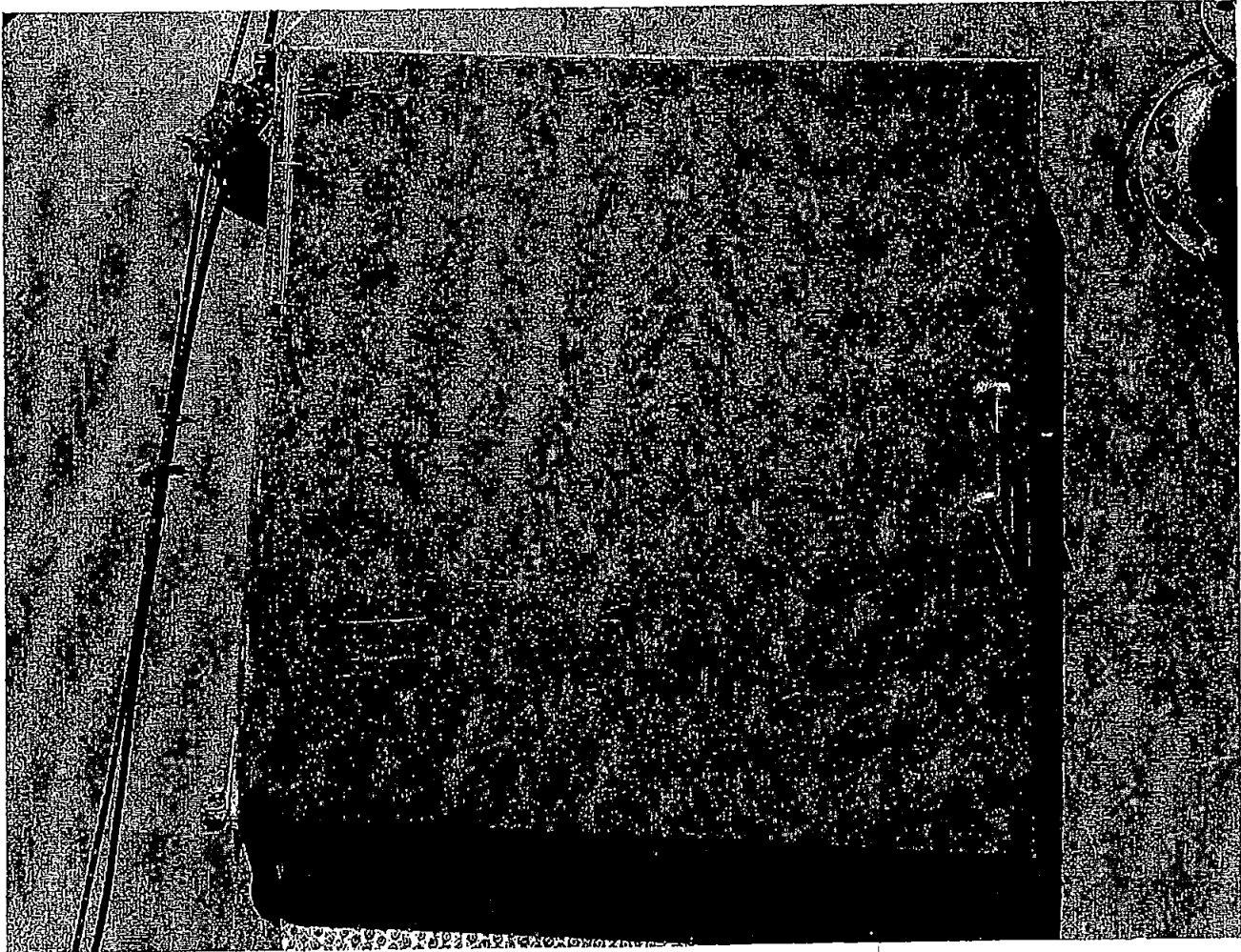
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**Approximately Five (5) Dome Angles should be Replaced**

**FLORIDA AQUASTORE  
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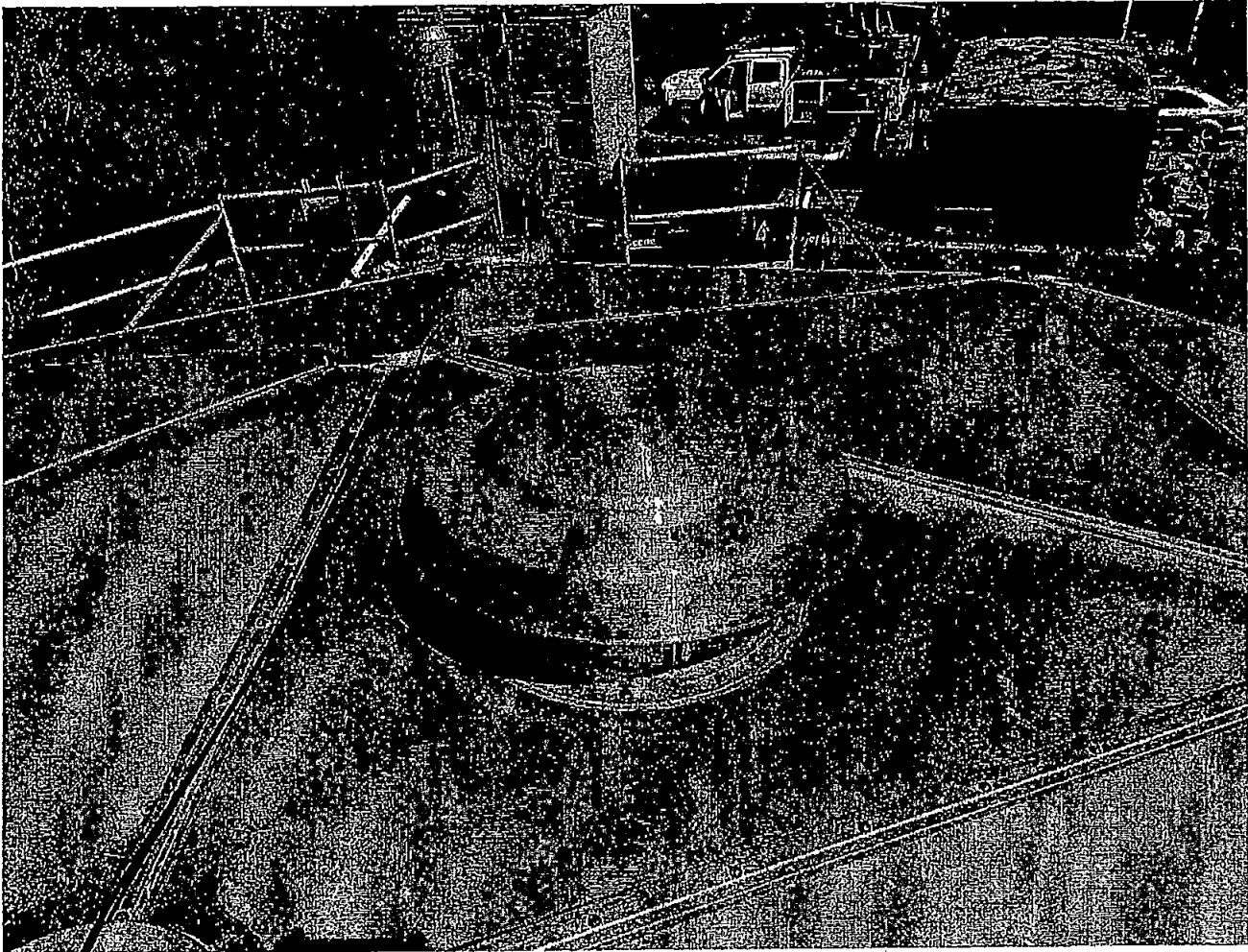
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**Roof Hatch on Aluminum Dome is in Good Condition**

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**Gravity Vent is in Good Condition – Should be Re-caulked**

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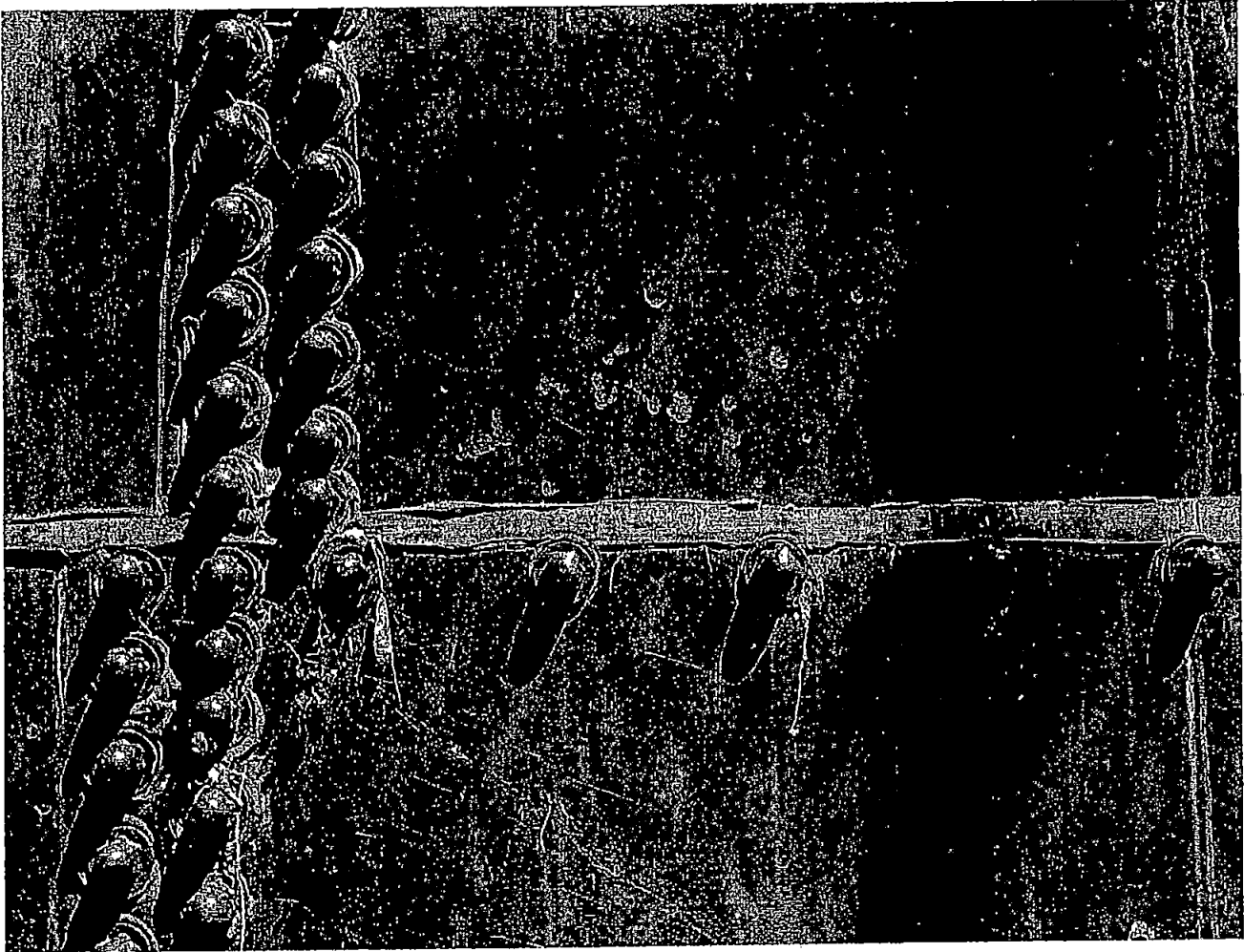
**External Aluminum Ladder, Cage and Brackets in Good Condition  
Clean Rust from Safety Chain and Seal with Rust Inhibitor or Replace**



**Exterior Sealer Fillets are in Fair Condition  
Continue to Monitor for Degradation, Potential Exposure of Sheet Edges &  
Nuts/Bolts  
Recommend Recaulk of Sheet Edges when Sheets are Replaced**

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TANK INSPECTION REPORT**

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**If Sheets can be Salvaged, Chipped Glass Should be Wire Brushed, Cleaned with  
Rust Inhibitor and Sealed with Manus Bond Sealant**



**FLORIDA AQUASTORE  
TANK INSPECTION REPORT**

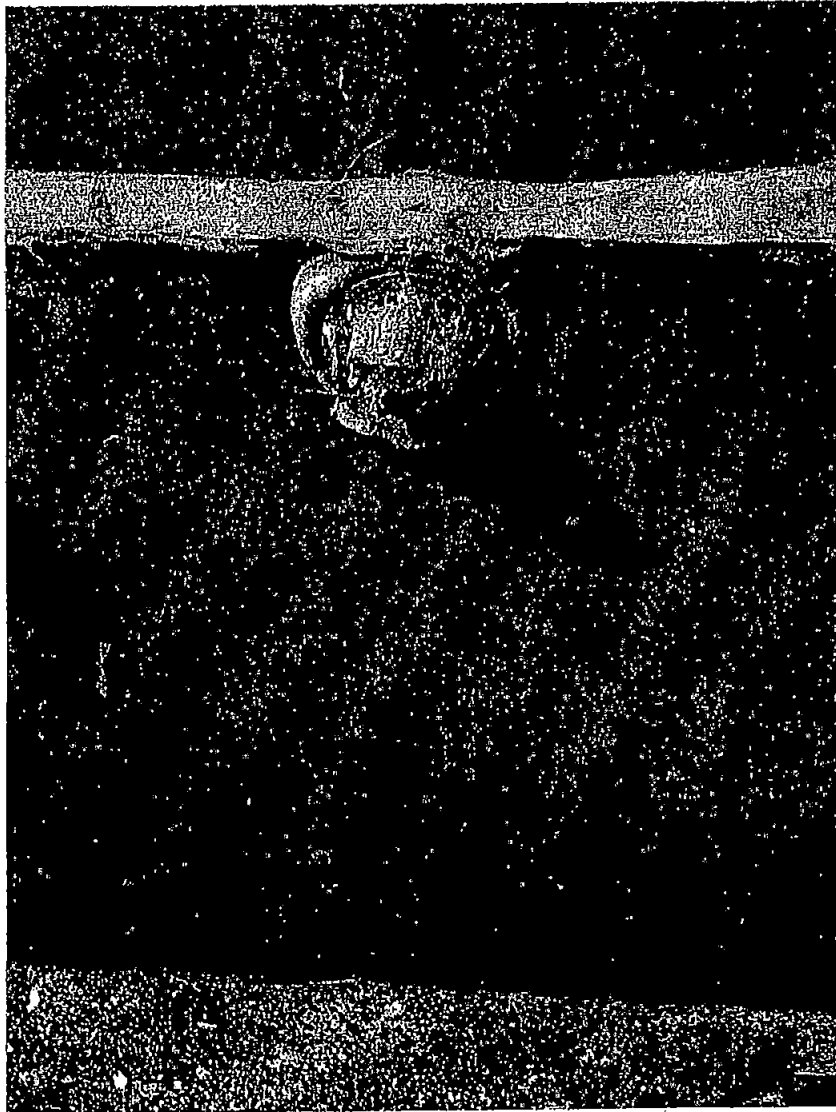
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**If Sheets can be Salvaged, Perforated Holes Should be Covered with Glass-Fused-to-Steel Patches and Covered with Manus Bond Sealant**

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TANK INSPECTION REPORT**

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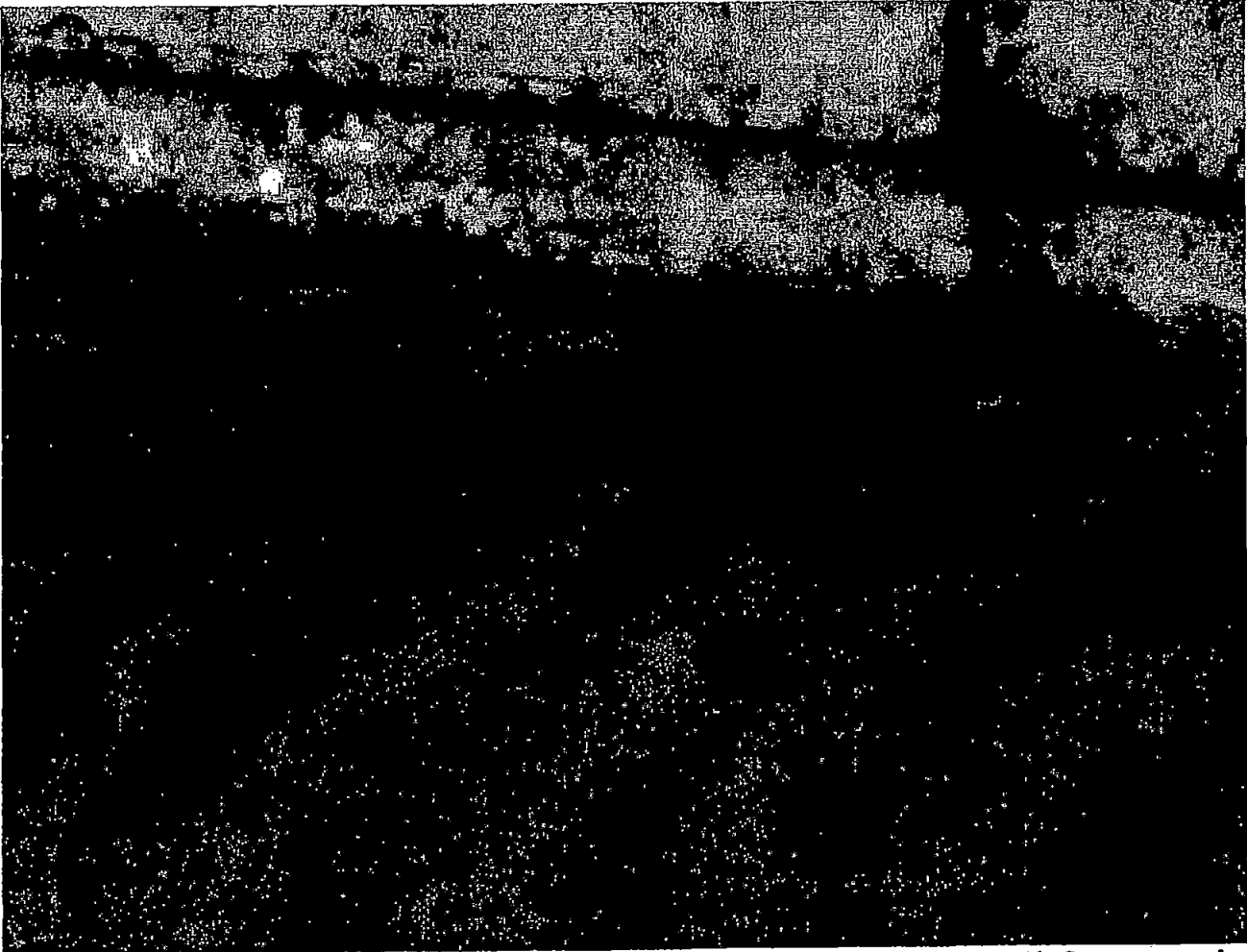


**Exterior Sealer Fillets on Starter Sheet are in Fair Condition  
Continue to Monitor for Degradation and Potential Exposure of Sheet Edges  
Recommend Recaulk during Tank Repairs  
Perforated Holes should be Covered with Glass-Fused-to-Steel Patches and  
Sealed with Manus Bond Sealant**



**FLORIDA AQUASTORE  
TANK INSPECTION REPORT**

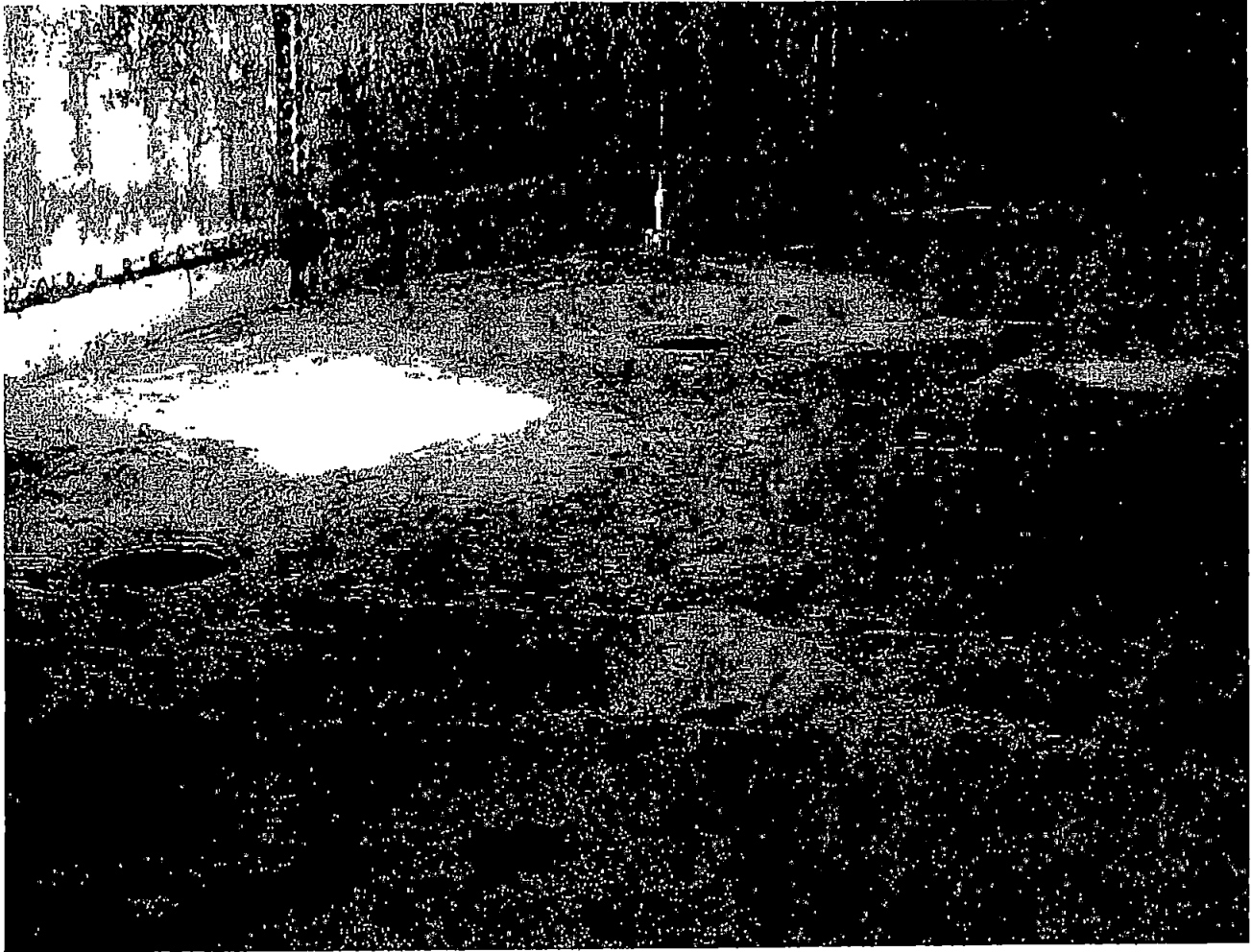
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TEL: (561) 994-2400



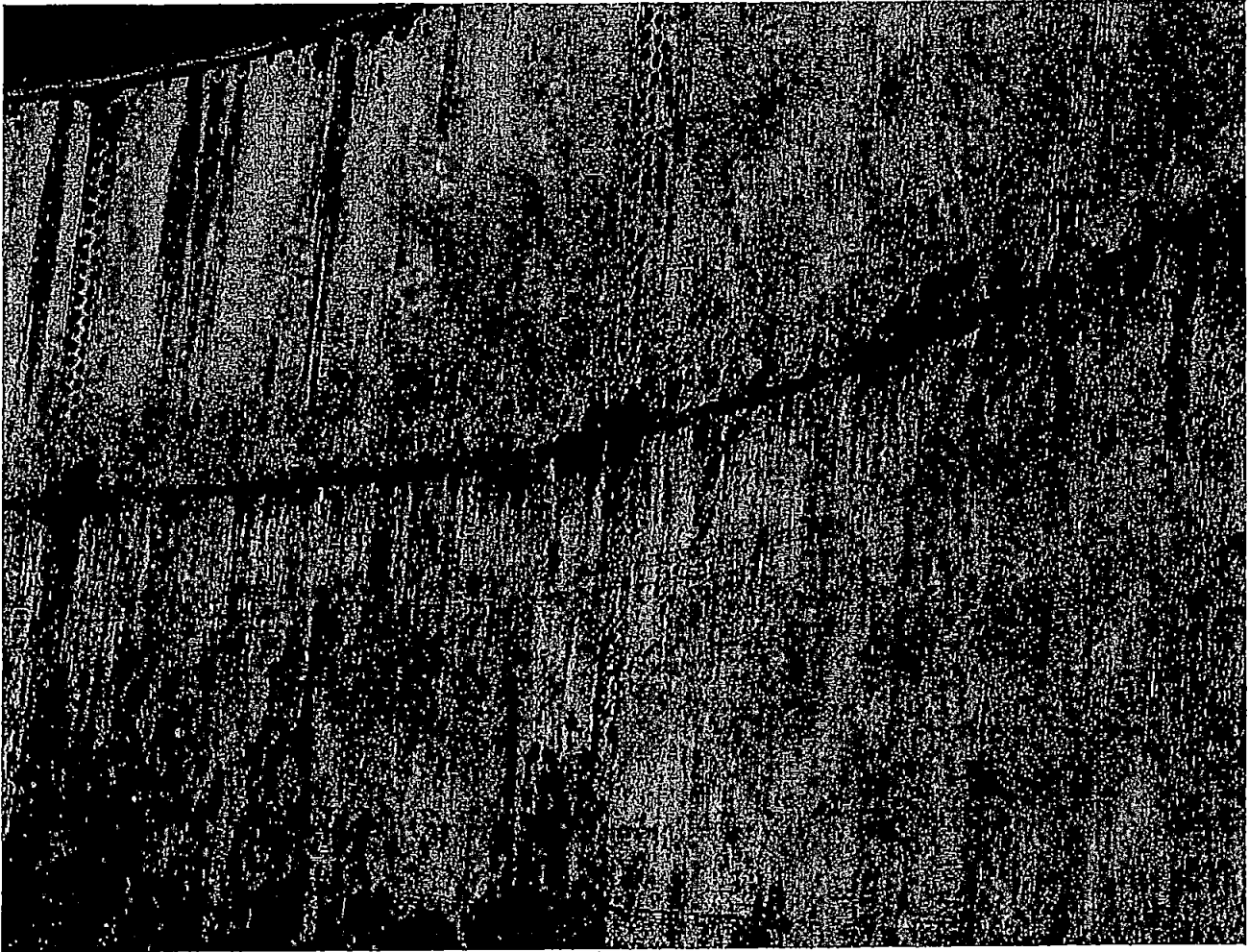
**Four (4) Hi-Magnesium Anodes Functioning – Approximately 100% Consumed  
Cathodic Protection System should be Updated for Current Application being  
Stored**

**FLORIDA AQUASTORE  
TANK INSPECTION REPORT**

4722 N.W. BOCA RATON BLVD.  
SUITE C-102  
BOCA RATON, FL 33431  
TEL: (561) 994-2400



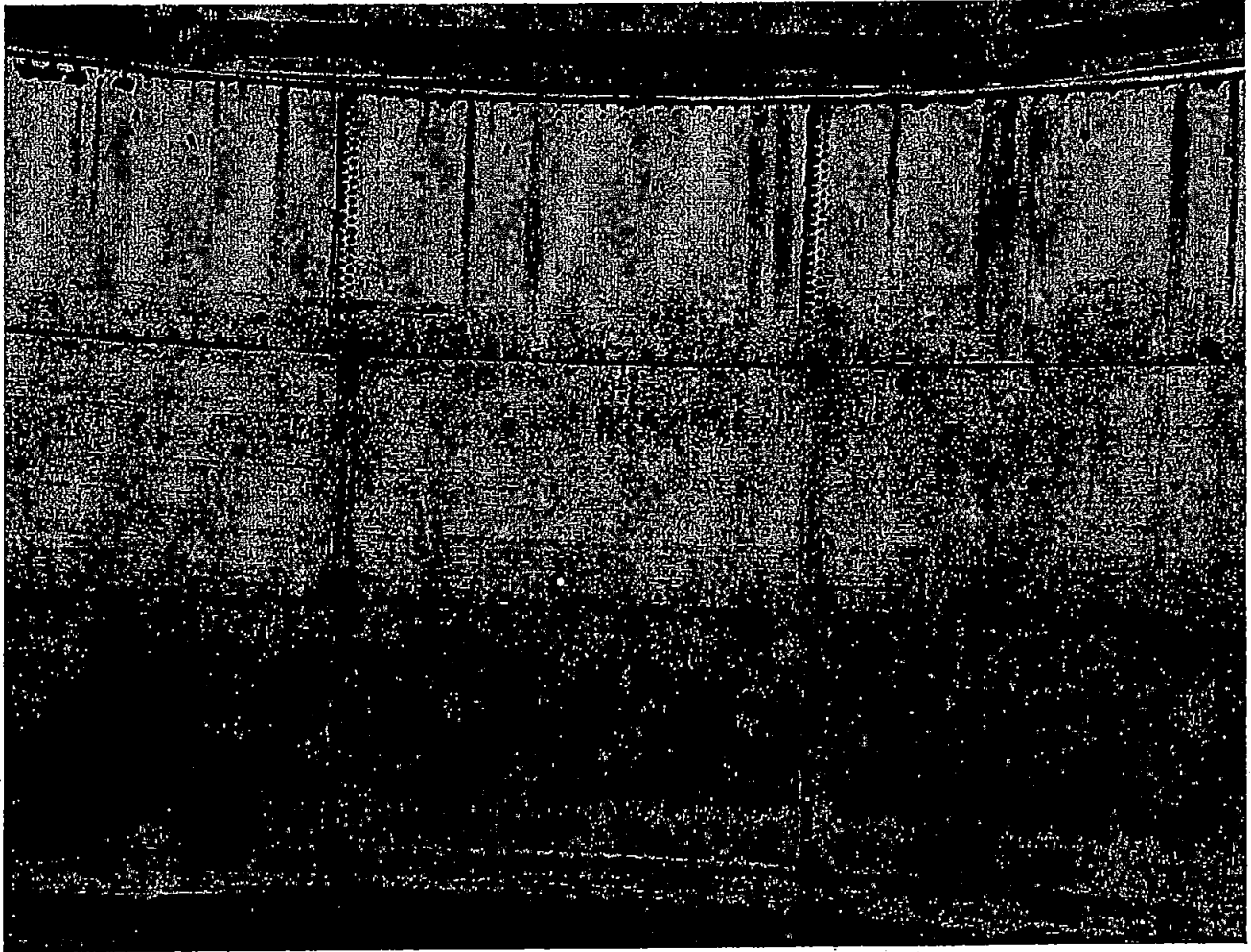
**Concrete Tank Floor is in Good Condition**



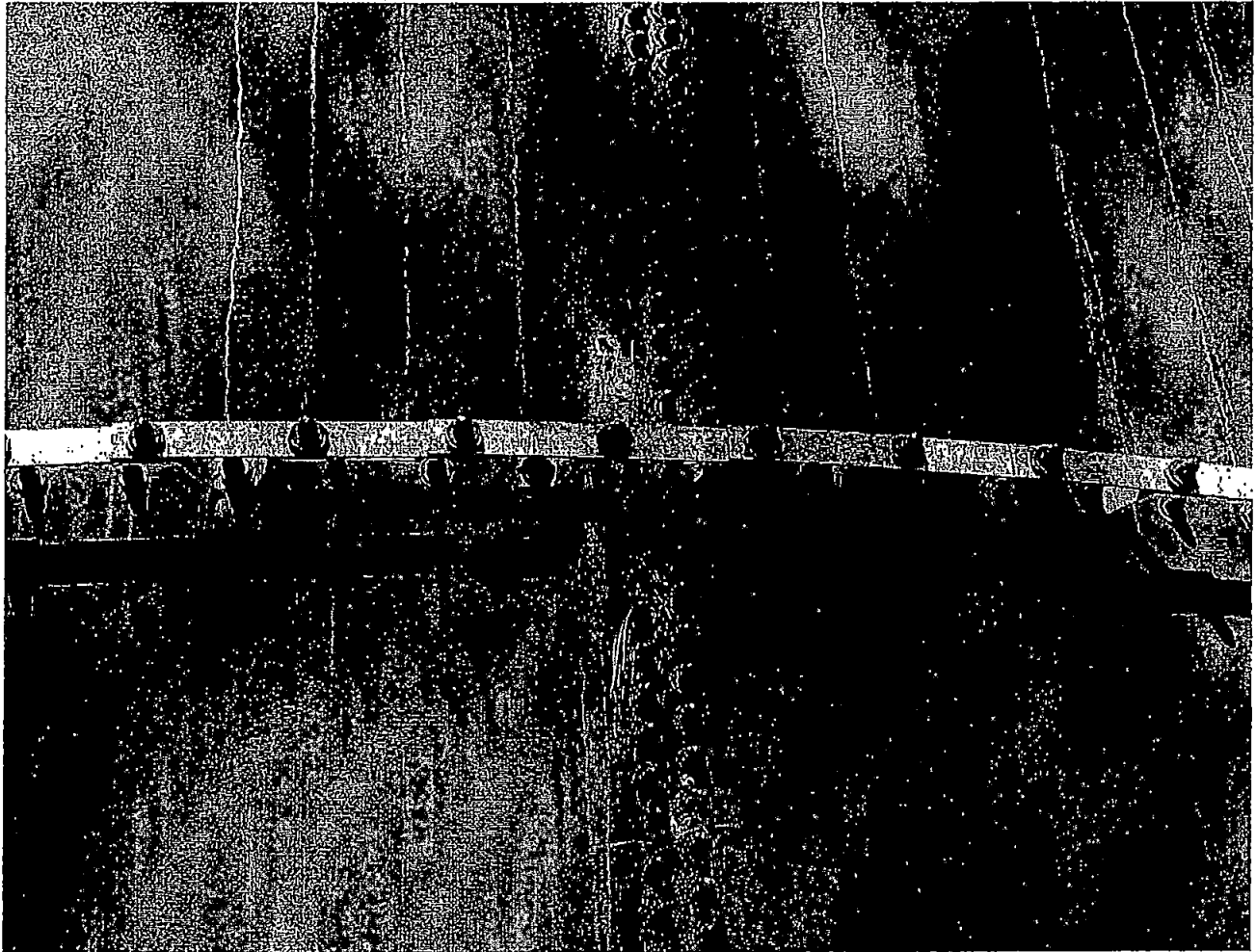
**General Condition of Interior Panel Edges – Significant Corrosion along Interior Seams  
Interior Sheet Edges should be Scraped to Determine if Sheets can be Salvaged  
Salvaged Sheets should be Covered with Chevron Industrial Membrane Coating (CIM)**

**FLORIDA AQUASTORE  
TANK INSPECTION REPORT**

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BOCA RATON, FL 33431  
TEL: (561) 994-2400



**Another View of Interior Panel Condition**



**Galvanized Web Truss Wind Stiffeners are in Good Condition**



St. Johns County Board of County Commissioners

Purchasing Division

**NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT**

St Johns County, FL  
Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Office: (904) 209-0150

**Sole/Single Source No: SS No: 20-23**

**Date Posted: January 15, 2020**

**Written Response due: January 27, 2020 by or before 1:00 PM**

**RESPONSES SUBMITTED TO:**

**Name: David E. Pyle**

**Email Address: dpyle@sjcfl.us**

**Phone Number: (904) 209-0148**

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

**PRODUCT/SERVICE REQUIRED:**

Repair the State Road 207 Master Pump Station Storage Tank based on the Florida Aquastore Tank Inspection Report date October 7, 2019 (attached).

**DESCRIPTION:**

Model 4815CFWT Aquastore Tank with Free-Span Geodesic Aluminum Dome, MIP: 8063204, Est. Built date: Year 2006

**INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR:**

Florida Aquastore.

**PROPOSED COST:** \$120,963.00 repair cost

**PROPOSED CONTRACT/PURCHASE TERM:**

Duration for completion of work.

**JUSTIFICATION FOR SOLE/SINGLE SOURCE:**

Florida Aquastore is the original installer of the tank

**RESPONSE TO SOLE/SINGLE SOURCE:**

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service and cost. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

**SPECIFICATIONS:**

Attached: Florida Aquastore Tank Inspection Report.

**REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING**

**SUBJECT: State Road 207 Master Pump Station Storage Tank Repair**

**SUGGESTED VENDOR: Florida Aquastore ESTIMATE: \$120,963**

**REASON FOR REQUEST:**

- A.  Standardization
- B.  Spare Parts
- C.  Replacement Parts

- D.  Only Known Supplier
- E.  Delay of Construction Contractor
- F.  Environmental Urgency

**PURCHASING POLICY NUMBER:**

- G.  Public Safety Emergency
- H.  Time Restriction
- I.  Other

BUDGET ACCOUNT NO/DESCRIPTION: 4483-56302-6701-56302

BUDGETED AMOUNT: \$150,000

The State Road 207 Master Pump Station has an above ground 195,000 gallon storage tank. The master lift station was recently upgraded to perform as an in-line booster pump station with an automatic valve to divert flow to the tank in the event of an emergency. Previously, the storage tank served as an above grade wet well for the pump station and could not be taken out of service for cleaning and maintenance. Once the tank could be taken offline, the manufacturer completed an inspection of the tank. The tank requires significant maintenance prior to placing it back into service.

The inspection report and proposal are provided to support this determination. Florida Aquastore is the original installer of the tank and proposes to utilize the existing tank floor, dome, and as many suitable existing parts possible. Staff requests approval to use Florida Aquastore due to their knowledge of this tank and to maintain having a single contractor responsible for construction of the tank.

REQUISITIONER: Teri Pinson, P.E., Engineer

*Teri Pinson*

DATE: 1-2-20

DEPT. MANAGER: Gordon Smith, P.E., Engineering Manager

*Gordon Smith*

DATE: 1-2-20

DIVISION MANAGER: William G. Young, Utility Director

*William G. Young*

DATE: 1-2-20

**PURCHASING REVIEW**

- DISPOSITION:
- A.  Concurs with Request
  - B.  Does not concur with Request
  - C.  Requires approval(s) as listed below

COMMENTS:

BUYER:

DATE:

PURCHASING DIRECTOR: Dawn Cardenas

DATE:

**MANAGEMENT REVIEW**

- DISPOSITION:
- A.  Concurs with Request
  - B.  Does not concur with Request

COMMENTS:

\_\_\_\_ Darrell Locklear, Assistant County Administrator

DATE:

\_\_\_\_ Hunter Conrad, County Administrator

DATE:

(Use reverse side for additional comments)  
Return to Purchasing when completed.

Revised 04/05/07