

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK TO PRECON CORPORATION AS A QUALIFIED DESIGN-BUILD FIRM WITH THE LOWEST TECHNICALLY ACCEPTABLE COST PROPOSAL AND EXECUTE A DESIGN-BUILD CONTRACT FOR THE COMPLETION OF THE WORK.

**RECITALS**

WHEREAS, the Hastings Ground Storage Tank project consists of the design, permitting, construction, and testing of one (1) circular, 65-foot inside diameter, 0.28 MG (nominal volume; 0.25 MG useable) wire-wrapped pre-stressed concrete potable water storage tank with a galvanized steel diaphragm including vent(s), hatch, manway, guardrails, aluminum exterior ladder, FRP interior ladder, gravity ventilator, precast overflow(s), and other accessories in accordance with RFQ No. 1972. The project will help add fire response capability and increase the portable water storage for the Hastings Community; and

WHEREAS, through the County’s formal RFQ process, Precon Corporation was identified as a qualified Design-Build Firm with the lowest technically acceptable cost proposal in accordance with Section 287.055 Florida Statutes; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose; and

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. The County Administrator, or designee, is hereby authorized to award RFQ No: 1972 Design-Build Services for Hastings Ground Storage Tank to Precon Corporation as a qualified Design-Build Firm with the lowest technically acceptable cost proposal.

Section 3. Additionally, upon approval by the Board, the County Administrator, or designee, is hereby authorized to issue and execute a contract, in substantially the same form and format as attached, with Precon Corporation for the completion of the project for a total cost of \$1,042,000.00.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 17th day of December, 2024.

Rendition Date DEC 17 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Krista Joseph, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By: [Signature]  
Deputy Clerk





DESIGN BUILD AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND DESIGN-BUILDER

Design Build Agreement No: 24-MCA-PRE-20614

## Table of Contents

ARTICLE I CONTRACT DOCUMENTS .....	4
1.1 The Contract Documents .....	4
1.2 Definitions .....	5
1.3 Design-Build Firm’s Continuing Duty .....	7
1.4 Disputes .....	7
1.5 Ownership of Contract Documents.....	8
ARTICLE II THE WORK .....	8
2.1 Project Description .....	8
2.2 Labor and Materials .....	8
2.3 Design-Build Firm’s Technical Submittals .....	9
2.4 Project Sequencing/Arrangement .....	9
2.5 Payment of Costs .....	9
2.6 Cleaning the Jobsite .....	9
2.7 Reporting Requirements .....	9
2.8 Project Meetings .....	10
2.9 Title and Risk of Loss.....	10
2.10 Access to Work.....	10
2.11 Utilities .....	10
2.12 Existing Utility Lines.....	11
2.13 Taxes.....	11
2.14 Publicity and Advertising .....	11
2.15 County Furnished Items.....	11
2.16 Direct Purchase Program .....	12
ARTICLE III CONTRACT TIME.....	12
3.1 Contract Time .....	12
3.2 Time is of the Essence .....	13
3.3 Liquidated Damages .....	13
3.4 Disclaimer of Consequential Damages.....	13
ARTICLE IV CONTRACT PRICE AND PAYMENT.....	13
4.1 Contract Price .....	13
4.2 Schedule of Values .....	14
4.3 Measurement and Payment.....	14
4.4 Progress Payments.....	14

4.5	Application for Payment.....	15
4.6	Withheld Payment.....	16
	ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES.....	16
5.1	Performance.....	16
5.2	Authorized Representative.....	17
5.3	Environmental, Safety and Health.....	17
5.4	Substantial Completion.....	18
5.5	Final Inspection (Scope 2 Final Design and Construction).....	19
5.6	Final Payment.....	19
5.7	Ownership of Work Product.....	20
	ARTICLE VI PROJECT MANAGER.....	20
6.1	Project Manager Responsibilities.....	20
6.2	Field Orders.....	21
	ARTICLE VII SUBCONTRACTORS.....	21
7.1	Award of Subcontracts.....	21
	ARTICLE VIII CHANGES IN THE WORK.....	21
8.1	General.....	21
8.2	Changes in the Contract Time.....	22
8.3	Changes in the Contract Price.....	22
8.4	Acceptance of Change Orders.....	23
8.5	Notice to Sureties.....	23
8.6	Differing Site Conditions.....	23
	ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK.....	23
9.1	Uncovering Work.....	23
9.2	Right to Stop Work.....	24
9.3	County May Accept Defective or Nonconforming Work.....	24
	ARTICLE X CONTRACT SUSPENSION AND TERMINATION.....	24
10.1	Suspension.....	24
10.2	Termination.....	24
	ARTICLE XI STANDARD OF CARE, WARRANTY AND INDEMNITY.....	25
11.1	Standard of Care.....	25
11.2	Warranty.....	25
11.3	Extended Equipment Warranty.....	26
11.4	Indemnity.....	26
11.5	Indemnification and Subcontracts.....	27
	ARTICLE XII INSURANCE AND BONDS.....	27
12.1	Design-Build Firm’s Insurance Requirements.....	27
12.2	Additional Insured Endorsements and Certificate Holder.....	27
12.3	Workers Compensation & Employers Liability.....	28
12.4	Commercial General Liability.....	28

12.5	Automobile Liability.....	28
12.6	Professional Liability.....	28
12.7	Builders Risk.....	28
12.8	Excess Liability.....	29
12.9	Other Requirements.....	29
12.10	Payment and Performance Bonds.....	29
ARTICLE XIII DELIVERY OF DOCUMENTS.....		30
ARTICLE XIV MISCELLANEOUS.....		30
14.1	Examination of Design-Build Firm’s Records.....	30
14.2	Backcharges.....	30
14.3	Applicable Law.....	30
14.4	Governing Law & Venue.....	30
14.5	Arbitration.....	30
14.6	Disputes.....	31
14.7	Enforcement Costs.....	31
14.8	Assignment and Arrears.....	31
14.9	Severability.....	31
14.10	Section Headings.....	31
14.11	Disclaimer of Third-Party Beneficiaries.....	31
14.12	Waiver; Course of Dealing.....	31
14.13	No Waiver of Sovereign Immunity.....	31
14.14	Execution in Counterparts.....	32
14.15	Entire Contract.....	32
14.16	Survival.....	32
14.17	Scrutinized Companies Lists.....	32
14.18	Employment Eligibility and Mandatory Use of E-Verify.....	32
14.19	Equal Employment Opportunity.....	33
14.20	Public Records.....	34
14.21	Confidentiality.....	34
14.22	Anti-Bribery.....	35
14.23	Truth-In-Negotiation Representation.....	35
14.24	Contingency Fee.....	35
14.25	Conflict of Interest.....	35
14.26	Convicted and Discriminatory Vendor Lists.....	35
14.27	Compliance with Florida Statute 287.138.....	35
14.28	Written Notice.....	36
14.29	Federal Requirements.....	36
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS.....		38
DESIGN-BUILD FIRM’S FINAL RELEASE AND WAIVER OF LIEN.....		39

This Design-Build Agreement (“Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **PRECON CORPORATION** (“Design-Build Firm”), a company authorized to do business in the State of Florida, with its principal offices located at: 115 SW 140<sup>th</sup> Terrace, Newberry, FL 32669, Phone: (352) 332-1200, and E-mail: [mjv@precontanks.com](mailto:mjv@precontanks.com), for **RFQ NO: 1972; Design-Build Services For Hastings Ground Storage Tank**, hereinafter referred to as the “Project”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice(s) to Proceed;
- c) This Design-Build Agreement and all Exhibits and/or Attachments hereto;
  - i. Exhibit A - Design Criteria Package Revised by Addendum #1, Dated August 7, 2024
  - ii. Exhibit B - Geotechnical Exploration Report Dated July 16, 2024
  - iii. Exhibit C - Yard Piping Proposed Plan and Details Dated July 2024
  - iv. Exhibit D – American Rescue Plan Act Of 2021 (ARPA) Required Contract Clauses
  - v. Exhibit E – Appendix II to Part 200, Dated November 14, 2024
  - vi. Exhibit F – Additional Geotechnical Exploration Report, Dated October 23, 2024
  - vii. Exhibit G – Compensation
- d) Bonds and Insurance furnished by Design-Build Firm in accordance with Article XII;
- e) Field Orders signed by the County’s Project Manager;
- f) RFQ Documents and RFQ Forms with all addenda thereto for RFQ No: 1972;

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Design-Build Firm’s proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Design-Build Firm’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Design-Build Firm.

1.1.4 Design-Build Firm is responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Design-Build Firm and the County. Unless otherwise directed in writing, Design-Build Firm shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of this Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Design-Build Firm’s failure to protest the County’s determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Design-Build Firm of all its rights to further protest, judicial or otherwise.

1.1.5 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve

Design-Build Firm from its obligations to timely perform the Work required by this Contract and to maintain the progress schedule in accordance with this Contract.

1.1.6 Any and all Contract Documents shall remain the property of the County. Design-Build Firm is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Design-Build Firm shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Design-Build Firm and/or Design-Build Firm's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

## **1.2 Definitions**

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.4 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Change Order: A written order to Design-Build Firm executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sums set forth in Exhibit G "Compensation" of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Design-Build Firm or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.9 Design-Build Firm: A partnership, corporation, or other legal entity meeting the definition of "Design-Build Firm" pursuant to § 287.055 Florida Statutes and with whom the County has entered into this Contract as identified above.

1.2.10 Design-Build Work (Work): The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Build Firm under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

1.2.11 Design Professional Services: Preparation and submittal of plans, Drawings and Specifications for the Project by licensed professional engineering, architectural, and surveying firms, and other engineering and design-related services included in the Contract Documents and required to be performed by or under the supervision of a licensed professional as part of the Design-Build Work.

1.2.12 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.13 Early Work: Work, such as site development and related activities, procurement of long lead materials/equipment, and any other advanced Work, authorized by an approved Change Order during Preliminary Design Development, that the parties agree should be performed in advance of establishment of the work in order to avoid any material impacts to the critical path of the Project schedule.

1.2.14 Facility: The physical facility or facilities to be designed and constructed for the County as part of the Project.

1.2.15 Facility Performance Criteria: The County's criteria for the performance of the Facility once constructed, may be divided into two parts, (i) program requirements such as the physical, functional, and quantitative needs of the Project, and (ii) performance requirements for the Facility and its component parts, including considerations of the specified quantitative and qualitative limits for inputs, the desired condition of Facility outputs, and the efficiency of the Facility in producing such outputs.

1.2.16 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.17 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.18 Local Business: A company that has an on-going business physically located within the geographical boundaries of St. Johns County for a period of not less than twelve (12) months at the time of bid or proposal submittal. The Local Business must also be properly registered with the State of Florida Division of Corporations and produce a current and valid Local Business Tax Receipt issued by the St. Johns County Tax Collector.

1.2.19 Notice to Proceed (NTPs): Written notice(s) given by the County to Design-Build Firm authorizing Design-Build Firm to proceed with the Design-Build Work and fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates. The Contract Documents may specify more than one Notice to Proceed applicable to different stages and/or portions of the Design-Build Work.

1.2.20 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Design-Build Firm to illustrate materials or equipment for some portion of the Work.

1.2.21 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.22 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.23 Self-Perform Work: Work performed by employees of: (1) the Design-Build Firm; or (2) any entity that controls, is controlled by, or is under common control with any entity that is part of the Design-Build Firm. Self-Perform Work is distinguished from Work performed by Subcontractors unaffiliated with the Design-Build Firm or the entities of which the Design-Build Firm is comprised.

1.2.24 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Design-Build Firm or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.25 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.26 Subcontractor: An individual (other than an employee of Design-Build Firm), partnership, corporation, association, joint-venture or other entity, or any combination thereof, which has a direct or indirect contract with Design-Build Firm to perform any portion of the Work. Subcontractors shall include those who are retained to perform labor and/or supply materials or equipment and design professionals/consultants.

1.2.27 Substantial Completion: The stage in the progression of the Work (or phase and/or portion thereof) when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.28 Work: See Design Build-Work above.

1.2.29 Work Product: Work Product has the meaning specified in Section 5.7.

### **1.3 Design-Build Firm's Continuing Duty**

1.3.1 Design-Build Firm shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Design-Build Firm may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Design-Build Firm's compliance with the Contract. The County has requested the Project Manager to provide to Design-Build Firm documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO DESIGN-BUILD FIRM CONCERNING SUCH DOCUMENTS. By the execution hereof, Design-Build Firm 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 Design-Build Firm has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.3.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.3.3 Should Design-Build Firm have any questions concerning interpretation or clarification of the Contract Documents, Design-Build Firm shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Design-Build Firm files a written protest pursuant to Section 1.5 titled "Disputes". Design-Build Firm's protest shall state clearly and in detail the basis thereof. The County will consider Design-Build Firm's protest and render its decision thereon within twenty-one (21) calendar days. If Design-Build Firm does not agree with the County's decision, Design-Build Firm shall immediately deliver written notice to that effect to the County.

### **1.4 Disputes**

1.4.1 Design-Build Firm is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Design-Build Firm and the County. Unless otherwise directed in writing, Design-Build Firm shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Design-Build Firm's failure to protest the County's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Design-Build Firm of all its rights to further protest, judicial or otherwise.



1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Design-Build Firm from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

## **1.5 Ownership of Contract Documents**

Any and all Contract Documents shall remain the property of the County. Design-Build Firm is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Design-Build Firm shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Design-Build Firm and/or Design-Build Firm's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

## **ARTICLE II THE WORK**

### **2.1 Project Description**

2.1.1 Generally. The scope of work for this project shall include the design, permitting, construction, and testing of one (1) circular, 65-foot inside diameter, 0.28 MG (nominal volume; 0.25 MG useable) wire wrapped pre-stressed concrete potable water storage tank with a galvanized steel diaphragm including vent(s), hatch, manway, guardrails, aluminum exterior ladder, FRP interior ladder, gravity ventilator, precast overflow(s), and other accessories as described herein. Install all piping, fittings, and appurtenances within the perimeter of the tank and extending to connect to the influent and effluent pipe connection points, as shown in the supplied site layout. The scope of work also includes a wall core of the existing 100,000-gallon pre-stressed concrete ground storage tank (GST) and the installation of a new 8" ductile iron fill pipe. Connection points and pipe elevations shall be field verified by the Design-Build Firm.

The complete Design and Construction Criteria sets forth requirements regarding survey, design, and construction requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and environmental permitting agencies.

2.1.2 Scope 1 Design Services. Design-Build Firm shall perform such Design Professional Services to the level of completion required for Design-Build Firm to develop a proposal for Scope 2 Final Design and Construction, as set forth in Section 2.1.3 below. Scope 1 may also include Early Work when authorized by an approved Change Order, signed by both parties. The level of completion required for Scope 1 is defined in Exhibit A, Scope of Work (either as a percentage of design completion or by defined deliverables).

2.1.3 Scope 2 Final Design and Construction. Scope 2 Design-Build Work shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the project, and the provision of warranty services, all as further described in the Contract Documents.

The Contract Price for project will be set forth in Exhibit G Compensation, when mutually agreed between the parties. Once the parties have agreed upon the Contract Price and the County has issued a Notice to Proceed Scope 2, Design-Build Firm shall perform the Scope 2 Design-Build Work, all as further described in Exhibit A Scope of Work, as it may be revised.

### **2.2 Labor and Materials**

2.2.1 Design-Build Firm shall perform all of the Design-Build Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Design-Build Firm shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Design-Build Firm for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Design-Build Firm shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Design-Build Firm under this Contract. In the event a person is removed from the Work, Design-Build Firm shall

promptly replace such individual with another who is fully competent and skilled to perform the Work at Design-Build Firm's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Design-Build Firm will not perform Work on a Saturday, Sunday, or any legal holiday. Design-Build Firm may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld. Design-Build Firm shall seek such prior written consent from the County a minimum of two (2) business days in advance of performing any such Work.

2.2.4 In addition, when the Work requires by Florida Statute, Design-Build Firm shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

### **2.3 Design-Build Firm's Technical Submittals**

Design-Build Firm shall prepare its design, drawings, diagrams, specifications and other technical requirements (Technical Submittals) in accordance with the Contract Documents and submit same to the County for review allowing at least fourteen (14) calendar days for such review (unless a shorter time frame is otherwise mutually agreed in writing). The County will review the Design-Build Firm's Technical Submittals and indicate that the Work may proceed, Work may proceed subject to resolution of indicated comments, or the Work may not proceed. The Design-Build Firm shall revise and resubmit Technical Submittals as necessary.

The Design-Build Firm shall not be entitled to any extension of time or cost adjustment for any delay caused by the Design-Build Firm's failure to submit Technical Documents for review within the time frame set out above or within the time periods identified and agreed pursuant to Design-Build Firm's schedule. Design-Build Firm shall provide written notice to the County whenever the Work is likely to be delayed as a result of late submittal of a Technical Submittal.

The County's review of Design-Build Firm's Technical Submittals does not constitute acceptance or approval and does not relieve Design-Build Firm from full performance and compliance with all requirements of this Contract.

### **2.4 Project Sequencing/Arrangement**

Design-Build Firm shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Design-Build Firm in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

### **2.5 Payment of Costs**

Except as otherwise expressly provided, Design-Build Firm shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

### **2.6 Cleaning the Jobsite**

Design-Build Firm shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Design-Build Firm shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Design-Build Firm shall restore to original condition all property not designated for alteration by the Contract Documents.

### **2.7 Reporting Requirements**

2.7.1 Daily Record. During the Construction phase of the Project, the Design-Build Firm shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, material/equipment deliveries, any unusual or special occurrences at the Jobsite, description of the Work performed at the Jobsite and percentage completion, and a list of all visitors to the Jobsite. Daily Records shall be submitted by close of business the following day. Daily Records shall not constitute nor take the place of any notice required to be given by Design-Build Firm to the County pursuant to the Contract Documents. In addition to the Daily Records, Design-Build Firm shall keep a daily log available to the County and the Permitting Agency(ies) inspectors for reviewing and copying on the Project's Jobsite.

2.7.2 Monthly Progress Report. Commencing with NTP, the Design-Build Firm shall prepare and submit a written monthly report by the tenth (10<sup>th</sup>) day of each calendar month. The Monthly Progress Report shall be provided in the latest version of Microsoft® Word. Monthly reports shall at a minimum describe: (1) Work completed in the prior month, (2) planned Work for the current month, (3) estimate of actual percent complete; (4) detailed explanations of any activity that is behind schedule, (5) corrective actions taken to recover schedule, (6) safety and environmental incidents and corrective actions taken, (6) change orders pending and approved, (7) status report of procurement activity; (8) request for information (RFI) log; (9) progress photos and (10) any other items as may be reasonably requested by the County.

## **2.8 Project Meetings**

2.8.1 Kick-off Meeting. Prior to the commencement of Scope 1 Design Services, the Design-Build Firm shall attend a kick-off meeting with the County to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals, review and approval turn-around times contained in the Project schedule, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.8.2 Pre-Construction. Prior to the commencement of Scope 2 Final Design and Construction, the Design-Build Firm shall attend a pre-construction meeting with the County to discuss the Project schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Design-Build Work.

2.8.2 Progress Review. During the prosecution of the Design Professional Services and Design Build Work, the Design-Build Firm shall attend regularly scheduled progress review meetings convened by the County with respect to the Project. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the kick-off and pre-construction meetings) as may be directed by the County. The purpose of the Progress Review meetings is to keep the County fully informed of all aspects of the Work, and for reviewing execution plans, technical or financial concerns, progress status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and County and Design-Build Firm plans for resolving issues.

## **2.9 Title and Risk of Loss**

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Design-Build Firm shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Design-Build Firm from the responsibility for any loss or damage to items.

## **2.10 Access to Work**

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Design-Build Firm shall take whatever steps necessary to provide such access when requested.

## **2.11 Utilities**

Design-Build Firm shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Design-Build Firm's Work as required by the Contract Documents. If the scope of Work requires, Design-Build Firm shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for

easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

## **2.12 Existing Utility Lines**

2.12.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Design-Build Firm shall notify the Project Manager in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.12.2 Design-Build Firm shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Design-Build Firm damages any existing Utility Lines, shown or not shown on the Drawings, Design-Build Firm shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Design-Build Firm's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

## **2.13 Taxes**

2.13.1 Design-Build Firm shall pay all sales, use and other taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Design-Build Firm shall make any and all payroll deductions required by law. Design-Build Firm herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Design-Build Firm may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.13.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Design-Build Firm is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Design-Build Firm shall provide County a copy of Design-Build Firm's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Design-Build Firm fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Design-Build Firm, remit such sums to the IRS, and pay Design-Build Firm only the remainder. County makes no representation regarding the tax treatment of amounts due to Design-Build Firm, and Design-Build Firm releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **2.14 Publicity and Advertising**

2.14.1 Design-Build Firm shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.14.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Design-Build Firm may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

## **2.15 County Furnished Items**

2.15.1 The County shall furnish to Design-Build Firm, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Design-Build Firm only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.15.2 Design-Build Firm shall obtain and pay for all permits, approvals, licenses and fees as necessary and ordinary for the performance of the Work. Design-Build Firm shall provide complete copies of all permits, approvals and licenses to the County within five (5) business days after obtaining them, and receipt of such documents by the County shall be a condition precedent to final payment. The County shall provide reasonable assistance to Design-Build Firm in

obtaining those permits, approvals and licenses that are Design-Build Firm's responsibility. Excluding such permits, approvals and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.15.3 Subject to Paragraph 1.6 above, the County shall furnish Design-Build Firm electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Design-Build Firm. The above responsibility notwithstanding, Design-Build Firm may request a (hardcopy) set of Contract Documents from the County. Design-Build Firm will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

## **2.16 Direct Purchase Program**

2.16.1 The County is tax exempt and may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any Subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." Direct Purchase Materials shall be governed by the State of Florida Department of Revenue Rule, 12A-1.094 ("DOR Rule"), the terms herein, and the County's policies on the subject in effect at the time Design-Build Firm commences construction of the Project. For each direct purchase, the County shall: (a) issue its purchase order directly to the vendor that Design-Build Firm intends to use for the supply of certain materials; (b) provide the vendor with a copy of the County's Florida Consumer's Certificate of Exemption; (c) make payment directly to the vendor based on the vendor's invoice which must be issued directly to the County; (d) take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor; (e) assume the risk of damage or loss at the time of purchase; and (f) issue a separate Certificate of Entitlement pursuant to the DOR Rule to each vendor and to Design-Build Firm to confirm that the tangible personal property purchased from that vendor will go into or become part of a public work. The County's purchase order shall be attached to each such Certificate of Entitlement. The Design-Build Firm shall provide County with a written list of all potential Direct Purchase Materials and any other information required by the County with respect to each direct purchase. The Design-Build Firm shall also provide the County with monthly reports pertaining to the "Direct Purchase Materials." Notwithstanding the fact that the vendor's invoice must be issued directly to the County as provided above, the Design-Build Firm shall be responsible for obtaining a copy of all Direct Purchase Materials' invoices from the vendor and shall be accountable for verifying and ensuring that the Direct Purchase Materials' received by the County through each direct purchase are in good condition and are consistent with the materials that were ordered from Design-Build Firm's vendor and described in each invoice.

2.16.2 The Contract Price amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes that would have applied. **ISSUANCE OF THE PURCHASE ORDERS BY THE COUNTY DOES NOT CHANGE ANY OF THE DESIGN-BUILD FIRM'S RESPONSIBILITIES REGARDING THE RECEIVING AND INSTALLATION OF THE MATERIALS PURCHASED.** The Design-Build Firm remains fully responsible for all other obligations it has under the terms of this Contract.

## **ARTICLE III CONTRACT TIME**

### **3.1 Contract Time**

The County intends to issue one (1) NTPs for the Design-Build Work as follows:

3.1.1 Design-Build Firm shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **three hundred thirty (330)** consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Design-Build Firm, prior to commencing Scope 1 Design Services, shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Professional Services. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing).

3.1.3 Design-Build Firm, prior to commencing Scope 2 Final Design and Construction, shall submit to the Project Manager for his/her information, Design-Build Firm's Project schedule for completing the Design Build Work. Design-Build Firm's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Scope 2 Design-Build Work. By way of illustration and not exclusion, Design-Build Firm's schedule shall: (1) contain sufficient activities to assure adequate planning for all phases of the Scope 2 Design-Build

Work, (2) include approved changes to the Scope 2 Design-Build Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraphs 3.1.1 and 3.1.2 above, Design-Build Firm shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Design-Build Firm to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

**3.2 Time is of the Essence**

Time is of the essence regarding each and every obligation of Design-Build Firm under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**3.3 Liquidated Damages**

3.3.1 Execution of this Contract by Design-Build Firm shall constitute Design-Build Firm’s acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Scope 2 Design-Build Work required is delayed beyond the time limit for achieving Substantial Completion and Final Completion as specified in Paragraphs 3.1.1 and 3.1.2 above. Design-Build Firm and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Design-Build Firm fails to achieve Substantial Completion or Final Completion of the Design-Build Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Design-Build Firm or to be paid as a debt due the following per day sum for each and every calendar day of unexcused delay “Liquidated Damages” as follows.

Design-Build Work	Substantial Completion	Final Completion
Scope 2 Final Design and Construction	\$1,699 per day	\$1,699 per day

The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Design-Build Firm failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Design-Build Firm’s obligation to complete the Work.

3.3.3 The total amount of liquidated damages for delay associated with the Design-Build Firm’s failure to achieve Substantial Completion and/or Final Completion within the Contract Time, as may be extended pursuant to Paragraph 8.2 of this Contract, shall not exceed a cumulative total of \$1,276,300.00. Such Liquidated Damages are not intended to, and do not, liquidate Design-Build Firm’s liability under the indemnification provisions of Section 11.4 even though third-party Claims against the Indemnified Party may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

3.3.4 Should Design-Build Firm fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Design-Build Firm’s progress payments.

**3.4 Disclaimer of Consequential Damages**

The County shall not be liable to Design-Build Firm, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Design-Build Firm in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

**ARTICLE IV CONTRACT PRICE AND PAYMENT**

**4.1 Contract Price**

This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Design-Build Firm shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **One Million Forty-Two Thousand Dollars and Zero Cents (\$1,042,000.00)**, the "Contract Price". The Lump Sum price includes the Lump Sum Proposal of One Million Twenty-Two Thousand Dollars and Zero Cents (\$1,022,000.00), Allowance 1: Material Testing of Ten Thousand Dollars and Zero Cents (\$10,000.00), Allowance 2: Permitting of Five Thousand Dollars and Zero Cents (\$10,000.00). The cost of any item necessary to complete the Work shall be included in the allowance or Lump Sum price to which the item is most applicable.

#### **4.2 Schedule of Values**

4.2.1 Prior to the commencement of Scope 1 Design Services (and within thirty (30) calendar days after receipt of the County's Notice to Proceed for Scope 2 Final Design and Construction), Design-Build Firm shall submit to the County and to the Project Manager a Schedule(s) of Values allocating the Contract Price to the various portions of the Work. Design-Build Firm's Schedule(s) of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Design-Build Firm shall not imbalance the Schedule(s) of Values nor artificially inflate any element thereof. The violation of this provision by Design-Build Firm shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County, the Schedule(s) of Values shall be used as a basis for Design-Build Firm's Application for Payment. The total of all payments in the Schedule(s) of Values must at all times be equal to the Contract Price for the Design-Build Work. No progress payments shall be made to Design-Build Firm until acceptable Schedule(s) of Values are submitted as described in Paragraph 4.2.1 above.

#### **4.3 Measurement and Payment**

4.3.1 Design-Build Firm shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Design-Build Firm for the purpose of determining quantities shall be furnished to the Project Manager upon request. Design-Build Firm shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

#### **4.4 Progress Payments**

4.4.1 Prior to Design-Build Firm's submittal of the initial Application for Payment, Design-Build Firm shall have delivered the following documents. The County will not make any payment to Design-Build Firm until Design-Build Firm has complied with these requirements for each Scope of the Project.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Design-Build Firm shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Design-Build Firm. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Design-Build Firm to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Design-Build Firm and the County's Project staff, Design-Build Firm may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Design-Build Firm's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Design-Build Firm an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Design-Build Firm, 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 County or Design-Build Firm.

4.4.5 Design-Build Firm warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

#### **4.5 Application for Payment**

4.5.1 Design-Build Firm may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Design-Build Firm shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager and include progress as-builts for the Work. Design-Build Firm shall not combine Scope 1 Design Services and Scope 2 Final Design and Development Applications for Payment on the same form. Design-Build Firm shall include the following on each Application for Payment:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Design-Build Firm's legal name and address;
- d) Taxpayer identification number (Design-Build Firm's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Design-Build Firm's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

Design-Build Firm's Fee shall be identified as a separate line item on each Application for Payment and shall be proportional to the percentage of the Work completed, less payments previously made on account of Design Builder's Fee.

The County may require any other information from Design-Build Firm that the County deems necessary to verify Design-Build Firm's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Design-Build Firm's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Design-Build Firm meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Design-Build Firm, and shall not include any overhead or profit to Design-Build Firm.

4.5.3 Each Application for Payment shall be signed by Design-Build Firm and shall constitute Design-Build Firm'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 Contract, and that Design-Build Firm knows of no reason why payment should not be made as requested. Design-Build Firm's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.



4.5.4 Design-Build Firm must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Design-Build Firm, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Design-Build Firm's Subcontractors or suppliers without advance notice to or consent of Design-Build Firm. If joint checks are issued following claims by Design-Build Firm's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Design-Build Firm. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Design-Build Firm of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Design-Build Firm if the necessary appropriation is not made.

#### **4.6 Withheld Payment**

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Design-Build Firm, if:

- a) Any Claims are made against Design-Build Firm by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Design-Build Firm's Indemnification obligations under Section 11.2 below;
- c) Design-Build Firm fails to pay Subcontractors or others in full and on-time;
- d) Design-Build Firm fails to submit schedules, reports, or other information required under the Contract;
- e) Design-Build Firm fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Design-Build Firm persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Design-Build Firm is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Design-Build Firm or property of the County connected with performance under this Contract are not promptly removed by Design-Build Firm after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Design-Build Firm. If the amount of such withheld payments or other monies due Design-Build Firm under the Contract is insufficient to meet such cost, or if any Claim or lien against Design-Build Firm is discharged by the County after final payment is made, Design-Build Firm and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

### **ARTICLE V DESIGN-BUILD FIRM RESPONSIBILITIES**

#### **5.1 Performance**

5.1.1 Design-Build Firm warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Design-Build Firm's ability to satisfy its contractual obligations hereunder. Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

5.1.2 Design-Build Firm 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 Design-Build Firm

performs any portion of the Work where Design-Build Firm knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Design-Build Firm shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Design-Build Firm shall perform the Work strictly in accordance with this Contract.

5.1.4 Design-Build Firm shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Design-Build Firm shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such County or occupant because of the performance of the Work, Design-Build Firm shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Design-Build Firm shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such County or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Design-Build Firm's or a Subcontractor's performance of the Work.

5.1.5 Design-Build Firm is solely and exclusively responsible for supervising all workers at the Jobsite. Design-Build Firm shall supervise and direct the Work using Design-Build Firm's best skill, effort and attention. Design-Build Firm shall be responsible to the County for any and all acts or omissions of Design-Build Firm, its employees, Subcontractors, and others engaged in the Work on behalf of Design-Build Firm.

5.1.6 Design-Build Firm and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

## **5.2 Authorized Representative**

5.2.1 Prior to commencing Work, Design-Build Firm shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Design-Build Firm ("Authorized Representative") during all phases of the Design-Build Work. All communications given to the Authorized Representative shall be binding upon Design-Build Firm. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 14.28 titled "Written Notice". Any such addition, removal or change is subject to the County's approval.

5.2.2 At all times during the Construction phase, Design-Build Firm shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

## **5.3 Environmental, Safety and Health**

5.3.1 Safety and Protection. Design-Build Firm shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Design-Build Firm shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its Subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Design-Build Firm shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Design-Build Firm shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Design-Build Firm's Subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Design-Build Firm to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Design-Build Firm shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Design-Build Firm's Superintendent.

5.3.5 Safety Reporting Requirements. Design-Build Firm shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Design-Build Firm shall immediately report to the County any death, injury or damage to property incurred or caused by Design-Build Firm's employees and employees of Design-Build Firm's Subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Design-Build Firm agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Design-Build Firm's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Design-Build Firm warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Design-Build Firm further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Design-Build Firm.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations  
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Design-Build Firm is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Design-Build Firm to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

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

In the event that hazardous material is improperly handled or stored by Design-Build Firm, its Subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Design-Build Firm shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Design-Build Firm's sole cost and expense. Further, Design-Build Firm shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

## **5.4 Substantial Completion**

5.4.1 When Design-Build Firm considers the Design-Build Work (or portion thereof) is substantially complete, Design-Build Firm shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Design-Build Firm's notice and attached list of incomplete items. For Design Build Work (Scope 2), the

Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Design-Build Firm's list is not complete.

5.4.2 The following items shall be completed prior to Design-Build Firm's request for a Substantial Completion inspection of Design Build Work (Scope 2):

- a) All general construction completed.
- b) Project Jobsite cleared of Design-Build Firm's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

5.4.3 If Substantial Completion is not obtained at the inspection called by Design-Build Firm, for reasons which are the fault of Design-Build Firm, the cost of any subsequent inspections requested by Design-Build Firm for the purpose of determining Substantial Completion shall be the responsibility of Design-Build Firm and shall be assessed against the final payment application.

5.4.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Design-Build Firm within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Design-Build Firm to complete the Work pursuant to this Contract.

## **5.5 Final Inspection (Scope 2 Final Design and Construction)**

When all Design-Build Work is finally complete and Design-Build Firm is ready for a final inspection, Design-Build Firm shall provide written notice to the County and the Project Manager. The Project Manager, with Design-Build Firm's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Design-Build Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Design-Build Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Design-Build Firm will be notified in writing of deficiencies. After correcting all deficiencies Design-Build Firm shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Design-Build Work provided Design-Build Firm has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

## **5.6 Final Payment**

### **5.6.1 Scope 1 Design Services**

Before being eligible for final payment of any amounts due, the Design-Build Firm shall deliver to the County all Work Product (as defined in Paragraph 5.6.3 below) prepared by and for the County under this Contract. The Design-Build Firm shall clearly state "Final Invoice" on the Design-Build Firm's final/last billing to the County for Scope 1 Design Services. This shall constitute Design-Build Firm's certification that all Services have been properly performed and all charges, costs and expenses have been invoiced to the County. Any other charges, costs or expenses not properly included on this Final Invoice are waived by Design-Build Firm.

### **5.6.2 Scope 2 Final Design and Construction**

5.6.2.1 Upon Design-Build Firm's receipt of the Final Certificate for Payment, Design-Build Firm may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Deliver to the County all Work Product prepared by and for the County under this Contract (as defined in Paragraph 5.7 below);
- b) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- c) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- d) Consent of Surety for final payment and/or retainage;
- e) Final Waiver and Release of Claim signed by Design-Build Firm;

- f) Submittal of final corrected as-built (record) Drawings;
- g) Settlement of Liquidated Damages, as applicable; and
- h) Settlement of liens and Claims, if any.

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

5.6.2.3 In the event Design-Build Firm fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Design-Build Firm. The County may set off against the final payment any amounts due to County from Design-Build Firm arising out of or under this or any other Contract or Contract between them.

## **5.7 Ownership of Work Product**

5.7.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Design-Build Firm or Subcontractor, or purchased under this Contract, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Design-Build Firm shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Design-Build Firm's Work Product.

5.7.2 The Design-Build Firm may not reuse Work Product developed by Design-Build Firm for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Design-Build Firm agrees to such reuse in accordance with this provision. Any plans which the Design-Build Firm provides under this Contract shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

5.7.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE VI PROJECT MANAGER**

### **6.1 Project Manager Responsibilities**

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Design-Build Firm shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Design-Build Firm. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Design-Build Firm.

6.1.4 The Project Manager shall review Design-Build Firm's Applications for Payment and shall confirm to the County for payment to Design-Build Firm, those amounts then due to Design-Build Firm as provided in this Contract.

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Design-Build Firm's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Design-Build Firm believes that acts or omissions of the County constitute a change to the Work, Design-Build Firm shall submit a written notice in accordance with the requirements of Article VIII.

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

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## **6.2 Field Orders**

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be effected by written field order and shall be binding upon Design-Build Firm. Design-Build Firm shall carry out such field orders promptly.

## **ARTICLE VII SUBCONTRACTORS**

### **7.1 Award of Subcontracts**

7.1.1 Design-Build Firm may engage Subcontractors as required to perform the Work and fulfill Design-Build Firm's obligations under this Contract. Work performed by a Subcontractor shall be pursuant to an appropriate agreement between Design-Build Firm and the Subcontractor that specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract. Nothing contained in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor nor shall it create any obligation on the part of the County to pay or cause the payment of any moneys due any such Subcontractor except as may otherwise be required by Applicable Law.

Design-Build Firm shall retain full responsibility to the County for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Design-Build Firm.

7.1.2 Design-Build Firm shall give personal attention to fulfillment of the Contract and shall keep the Work under Design-Build Firm's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Design-Build Firm shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County shall not be responsible for added costs to the Design-Build Firm, if any, of employing such replacement. The County will not entertain requests to arbitrate disputes among Subcontractors or between Design-Build Firm and Subcontractor(s) concerning responsibility for performing any part of the Work.

## **ARTICLE VIII CHANGES IN THE WORK**

### **8.1 General**

8.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Design-Build Firm agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Design-Build Firm believes that acts or omissions of the County constitute a change to the Work, Design-Build Firm shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Design-Build Firm's written notice must be furnished within five (5) days of the commencement of the

event giving rise to the claim or Design-Build Firm's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Design-Build Firm's knowledge of the claim, Design-Build Firm shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Design-Build Firm shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Design-Build Firm is to be paid for such Work.

## **8.2 Changes in the Contract Time**

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Design-Build Firm if a claim for an extension is submitted in accordance with Section 8.1.2 above.

8.2.2 If Design-Build Firm is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Design-Build Firm's reasonable control and not attributable to Design-Build Firm or Design-Build Firm's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Design-Build Firm's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Design-Build Firm be compensated for interim delays that do not extend the Contract Time.

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Design-Build Firm's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

8.2.4 Design-Build Firm shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Design-Build Firm to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

## **8.3 Changes in the Contract Price**

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

8.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Design-Build Firm shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon.
- c) By a manner or method mutually agreed by the County and Design-Build Firm.

8.3.3 If no mutual agreement occurs between the County and Design-Build Firm, then the change in the Contract Price, if any, shall than be determined by the Project Manager 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, Design-Build Firm shall present, in such form and with such content as the County or the Project Manager 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, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of

premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Design-Build Firm that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Design-Build Firm'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 County, payments shall be made to Design-Build Firm based on the Project Manager's recommendation for payment.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Design-Build Firm representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Design-Build Firm for claims of third parties, including Subcontractors, unless and until liability of Design-Build Firm has been established therefore in a court of competent jurisdiction.

#### **8.4 Acceptance of Change Orders**

Design-Build Firm's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

#### **8.5 Notice to Sureties**

Design-Build Firm shall notify and obtain the timely consent and approval of Design-Build Firm's surety with reference to all Change Orders if such notice, consent or approval is required by Design-Build Firm's surety or by law. Design-Build Firm represents and warrants to County that Design-Build Firm is solely liable and responsible to so notify and obtain any such consent or approval.

#### **8.6 Differing Site Conditions**

If during the course of the Work, Design-Build Firm encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Design-Build Firm, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Design-Build Firm's written notice, investigate the site conditions identified by Design-Build Firm. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Design-Build Firm's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Design-Build Firm cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Design-Build Firm for an equitable adjustment to this Contract under this provision shall be allowed unless Design-Build Firm has given written notice to the Project Manager in strict accordance with the provisions of this Article. **NO REQUEST FOR AN EQUITABLE ADJUSTMENT OR CHANGE TO THE CONTRACT PRICE OR CONTRACT TIME FOR DIFFERING SITE CONDITIONS SHALL BE ALLOWED IF MADE AFTER THE DATE CERTIFIED BY THE PROJECT MANAGER AS THE DATE OF SUBSTANTIAL COMPLETION.**

The failure by Design-Build Firm to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Design-Build Firm of any Claim arising out of or relating to such concealed or unknown condition.

### **ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK**

#### **9.1 Uncovering Work**

9.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Design-Build Firm shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to



the requirements of the Contract Documents.

9.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Design-Build Firm in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Design-Build Firm which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Design-Build Firm shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Design-Build Firm shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

## **9.2 Right to Stop Work**

If the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Design-Build Firm or any other party.

## **9.3 County May Accept Defective or Nonconforming Work**

If the County chooses to accept defective or nonconforming Work, the County 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 Work 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 County for its acceptance of defective or nonconforming Work, Design-Build Firm shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

# **ARTICLE X CONTRACT SUSPENSION AND TERMINATION**

## **10.1 Suspension**

The County may, by written notice, order Design-Build Firm to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Design-Build Firm's ability to meet the authorized Contract Time, Design-Build Firm will be granted an extension of time as reasonably agreed by both parties. Design-Build Firm shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Design-Build Firm is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Design-Build Firm may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

## **10.2 Termination**

10.2.1 The County may by written notice to Design-Build Firm terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Design-Build Firm.

10.2.2 Upon receipt of such termination notice Design-Build Firm shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Design-Build Firm shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Design-Build Firm to assign Design-Build Firm's right, title and interest under terminated orders or subcontracts to its designee.

10.2.3 Design-Build Firm shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Design-Build Firm hereby grants the County a free and unimpeded right of access to Design-Build Firm's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

10.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid

Design-Build Firm shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

10.2.5 For purposes of this Termination provision, Design-Build Firm shall be deemed in default if Design-Build Firm (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Design-Build Firm, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Design-Build Firm and may finish the Work by whatever methods it may deem expedient. In such case, Design-Build Firm shall not be entitled to receive any further payment until the Work is finished.

10.2.6 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Design-Build Firm shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

10.2.7 If, after termination by the County for Design-Build Firm's default, it is determined by a Court of competent jurisdiction that Design-Build Firm was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

## **ARTICLE XI STANDARD OF CARE, WARRANTY AND INDEMNITY**

### **11.1 Standard of Care**

11.1.1 Design-Build Firm represents that all performed or furnished Design Professional Services shall meet the standard of care ordinarily used by members of the subject profession, having experience with projects similar in scope and complexity and at a similar time and locality. Design-Build Firm further represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Design Professional Services under this Contract and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

### **11.2 Warranty**

11.2.2 Design-Build Firm warrants to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.2.2 Design-Build Firm warrants all Design Build Work, including all completed materials, equipment, systems and structures comprising the Project shall be free of defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Design-Build Firm shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Design-Build Firm shall act sooner as requested by the County in response to an emergency. In addition, Design-Build Firm shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Design-Build Firm's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

11.2.3 Design-Build Firm shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Design-Build Firm.

11.2.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Design-Build Firm for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Design-Build Firm agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.2.5 In the event that Design-Build Firm fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Design-Build Firm's sole expense. Design-Build Firm shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.2.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Design-Build Firm from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

11.2.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

### **11.3 Extended Equipment Warranty**

No later than six (6) months following issuance of Design-Build Firm's receipt of the Notice to Proceed for Scope 2 Final Design and Construction, Design-Build Firm shall provide the County an option for extended warranties (in addition to a standard manufacturer's warranty) on certain materials, equipment, and/or systems ("Equipment") as requested by the County. At the time of providing the option, Design-Build Firm also shall provide information as to the duration of such warranties, the price for such extended warranties (which shall be developed using the same pricing methodology as the pricing for the Equipment to which such extended warranties apply) and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty"). The County shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor. The cost of the Extended Equipment Warranty shall be accommodated by Change Order issued by the County pursuant to Section 8.3.

### **11.4 Indemnity**

11.4.1 Design-Build Firm shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract.

11.4.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Design-Build Firm further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract.

11.4.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Design-Build Firm" shall be construed to include, but not be limited to, Design-Build Firm, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Design-Build Firm. In accordance with Section 725.06, Florida Statutes, the Design-Build Firm's indemnification obligation shall not exceed the sum of (a) all costs reasonably incurred by the County or any person or entity acting on behalf of the County to complete or correct the Work; (b) an amount equal to 100% of the Contract Price up to \$100,000,000; and (c) and any amounts paid by or on behalf of Design-Build Firm that are covered by insurance proceeds from insurance policies required under the Contract Documents.

11.4.4 In Claims against any person or entity indemnified hereunder by an employee of Design-Build Firm, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.4 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Design-Build Firm or any Subcontractor or subcontractor under

any workers' compensation acts, disability benefits acts or other employee benefit acts.

11.4.5 Design-Build Firm's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.4.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.4.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.4.8 Design-Build Firm shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the operation or use of the Work, or any part thereof, or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights. Design-Build Firm agrees to keep the County informed of all developments in the defense of all such actions.

11.4.9 The indemnification provisions of this Section 11.4 shall survive expiration or earlier termination of this Contract.

## **11.5 Indemnification and Subcontracts**

Any and all Subcontracts of any tier entered into by the Design-Build Firm to design or build the Project shall require Subcontractors to release the County and hold it harmless to the same extent required in Section 11.4 "Indemnity". The release obligations set forth in the Subcontracts shall name the County as an express third-party beneficiary with rights of enforcement of such obligation and shall entitle the County to succeed to Design-Build Firm's rights under such Subcontract. The County shall not, however, be construed as a party to any Subcontract related to the Project nor shall the County in any way be responsible for any or all Claims of any nature whatsoever arising or which may arise from any such Subcontracts.

## **ARTICLE XII INSURANCE AND BONDS**

### **12.1 Design-Build Firm's Insurance Requirements**

12.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Design-Build Firm shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Design-Build Firm has obtained all insurance coverages required under this Section. Certificates of insurance shall clearly indicate Design-Build Firm has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work unless otherwise provided in the Contract Documents or agreed in writing by Design-Build Firm and the County.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Design-Build Firm including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Design-Build Firm may have to the County or others. Nothing in this Contract limits Design-Build Firm to the minimum required insurance coverages found in this Article XII.

### **12.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers,

employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

### **12.3 Workers Compensation & Employers Liability**

Design-Build Firm shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02 as now or hereafter amended.

### **12.4 Commercial General Liability**

Design-Build Firm shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Design-Build Firm or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **12.5 Automobile Liability**

Design-Build Firm shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **12.6 Professional Liability**

Design-Build Firm shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon Final Completion. Design-Build Firm's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

In the event that Design-Build Firm employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Design-Build Firm shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

### **12.7 Builders Risk**

Prior to commencing Scope 2 Final Design and Construction, Design-Build Firm shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Design-Build Firm and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth

movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).

- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

The Builder's Risk Insurance may have a deductible clause. Design-Build Firm shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated above shall not exceed \$250,000.

### **12.8 Excess Liability**

Prior to commencing Scope 2 Final Design and Construction, Design-Build Firm shall procure and maintain Excess Liability insurance in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 per aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess of the underlying Employers Liability, Commercial General Liability, and Commercial Automobile Liability insurance coverages. This policy shall be written on an "occurrence" basis and shall be endorsed to name the County as an "Additional Insured".

### **12.9 Other Requirements**

The required insurance limits identified in Sections 12.4 and 12.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Design-Build Firm shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Design-Build Firm of its responsibility herein. Upon written request, Design-Build Firm shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Design-Build Firm. County has no obligation or duty to advise Design-Build Firm of any non-compliance with the insurance requirements contained in this Section. If Design-Build Firm fails to obtain and maintain all of the insurance coverages required herein, Design-Build Firm shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Design-Build Firm complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

### **12.10 Payment and Performance Bonds**

Design-Build Firm shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder (including the costs of design and non-construction services), and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Design-Build Firm until Design-Build Firm has provided the County a certified copy of the recorded bond.

### **12.11 Warranty Bond**

As a condition to the release of Payment and Performance Bonds provided by Design-Build Firm pursuant to Section

12.10 above, Design-Build Firm shall furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Subcontractors. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida and shall remain in effect until the expiration of Design-Build Firm's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion or until County elects in writing to release such Warranty Bond, whichever occurs first.

### **ARTICLE XIII DELIVERY OF DOCUMENTS**

Except for confidential documents and Notices that must be delivered by the delivery methods described under Section 14.28 below, the Design-Build Firm agrees all Submittals, Work Product and other documents required by the Contract Documents shall be submitted to the County electronically in any standard interchange software and file naming/format which the County may reasonably request to facilitate the administration and enforcement of this Contract. The cost for preparation and submittal of the foregoing documents is included in the Contract Price.

All Design-Build Firm Submittals and Work Product of professional engineering plans, shop drawings of designed components, calculations, and other documents prepared by the Design-Build Firm or the Design-Build Firm's subcontractor(s) and submitted to the County under the terms of this Contract shall be stamped and signed with the date of signing clearly indicated by a Professional Engineer currently licensed in the State of Florida. Electronic seals and signatures must comply with the Electronic Signature Act of 1996 and State of Florida licensing requirements, as applicable.

### **ARTICLE XIV MISCELLANEOUS**

#### **14.1 Examination of Design-Build Firm's Records**

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers, records correspondence, receipts, subcontracts, purchase orders, and other data of Design-Build Firm involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Design-Build Firm has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Design-Build Firm shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Design-Build Firm, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

#### **14.2 Backcharges**

Upon the County's notification to undertake or complete unperformed Construction Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Design-Build Firm states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Design-Build Firm for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Design-Build Firm the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Design-Build Firm of any of its responsibilities under this Contract and Design-Build Firm shall be responsible for the Backcharge Work as if it were its own.

#### **14.3 Applicable Law**

Design-Build Firm and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

#### **14.4 Governing Law & Venue**

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.

#### **14.5 Arbitration**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Contract in any manner whatsoever.

#### **14.6 Disputes**

If any dispute between the County and Design-Build Firm under this Contract arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Design-Build Firm shall promptly perform the disputed Services.

#### **14.7 Enforcement Costs**

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Contract or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

#### **14.8 Assignment and Arrears**

14.8.1 Neither the County nor the Design-Build Firm shall assign, transfer, or encumber its interest in this Contract without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Contract, and permit the non-assigning Party to immediately terminate this Contract, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Design-Build Firm shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Design-Build Firm further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **14.9 Severability**

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

#### **14.10 Section Headings**

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

#### **14.11 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Design-Build Firm and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Design-Build Firm, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Design-Build Firm.

#### **14.12 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

#### **14.13 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida



Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

#### **14.14 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

#### **14.15 Entire Contract**

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Design-Build Firm relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

#### **14.16 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Design-Build Firm's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

#### **14.17 Scrutinized Companies Lists**

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Design-Build Firm certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Design-Build Firm to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Design-Build Firm is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

#### **14.18 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Design-Build Firm and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Design-Build Firm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.

- d. The County and Design-Build Firm hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Design-Build Firm acknowledges that, in the event that the County terminates this Contract for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. Design-Build Firm further acknowledges that Design-Build Firm is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Design-Build Firm shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

#### **14.19 Equal Employment Opportunity**

During the performance of this Contract, Design-Build Firm agrees as follows:

14.19.1 Design-Build Firm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status or genetic information. Design-Build Firm will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. 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. Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.19.2 Design-Build Firm will, in all solicitations or advertisements for employees placed for, by, or on behalf of Design-Build Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.19.3 Design-Build Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Design-Build Firm's legal duty to furnish information.

14.19.4 Design-Build Firm will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Design-Build Firm's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.19.5 Design-Build Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.19.6 Design-Build Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.19.7 In the event of Design-Build Firm's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Design-Build Firm may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.19.8 Design-Build Firm will include the provisions of paragraphs 14.19.1 through 14.19.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Design-Build Firm will take such action with respect to any subcontractor or vendor as may be directed to the

Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Design-Build Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Build Firm may request the United States to enter into such litigation to protect the interest of the United States.

## **14.20 Public Records**

14.20.1 Design-Build Firm shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Design-Build Firm does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Design-Build Firm or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.20.2 If Design-Build Firm, upon expiration of this Contract or earlier termination thereof:

i) transfers all public records to the County, Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Design-Build Firm shall meet all Applicable Law and 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.

14.20.3 Failure by Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

**IF DESIGN-BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

## **14.21 Confidentiality**

Subject to Chapter 119, Florida Statutes (Public Records Law), Design-Build Firm shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or

at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

#### **14.22 Anti-Bribery**

Design-Build Firm and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Design-Build Firm represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Design-Build Firm shall immediately notify the County of any violation (or alleged violation) of this provision.

#### **14.23 Truth-In-Negotiation Representation**

By execution of this Contract, Design-Build Firm hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Contract are accurate, complete and current as of the date of entering into this Contract. The Parties agree that the County may adjust the original Contract Price and any additions thereto to exclude any significant sums by which the County determines the Contract Price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

#### **14.24 Contingency Fee**

The Design-Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Firm to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Build Firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Failure by Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

#### **14.25 Conflict of Interest**

The Design-Build Firm represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Design-Build Firm further represents that no person having any interest shall be employed for said performance.

The Design-Build Firm shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Design-Build Firm's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design-Build Firm may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Build Firm.

The County agrees to notify the Design-Build Firm of its opinion by certified mail within 30 days of receipt of notification by the Design-Build Firm. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Build Firm, the County shall so state in the notification and the Design-Build Firm shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Design-Build Firm under the terms of this Contract.

#### **14.26 Convicted and Discriminatory Vendor Lists**

14.26.1 Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

#### **14.27 Compliance with Florida Statute 287.138**

14.27.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Design-Build Firm access to personal identifiable information if: 1) the Design-Build Firm is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Design-Build Firm is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.27.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Design-Build Firm must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

**14.28 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Design-Build Firm’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh A. Daniels, Purchasing Manager  
Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

Precon Corporation  
115 SW 140<sup>th</sup> Terrace  
Newberry, FL 32669  
Attn: Mort Vineyard  
Email Address: [mjv@precontanks.com](mailto:mjv@precontanks.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [jferguson@sjcfl.us](mailto:jferguson@sjcfl.us)

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Design-Build Firm may each change the above addresses at any time upon prior written notice to the other party.

**14.29 Federal Requirements**

A federal financial assistance program funds the project. The Contractor agrees to comply with all applicable federal and state laws, regulations, executive orders, and agency/grant-specific requirements. This includes, but is not limited to, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Exhibit “E” Appendix II to Part 200, Title 2, as of November 14, 2024, and Exhibit “D” American Rescue Plan Act Of 2021 (ARPA) Required Contract Clauses. In the event of any conflict between these requirements, the Contractor shall comply with the most stringent requirement mandated by the funding source.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Design-Build Firm's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Design-Build Firm.

**County**

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

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

Signature of Authorized Representative

Leigh A. Daniels, CPPB  
Printed Name

Purchasing Manager

Title

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

**ATTEST:**  
**St. Johns County, Florida**  
**Clerk of the Circuit Court and Comptroller**

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

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

**Legally Sufficient:**

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

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

**Design-Build Firm**

Precon Corporation (Seal)  
(Typed Name)

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

Signature of Authorized Representative

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

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

FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No.	24-MCA-PRE-20614
Project Title:	RFQ NO: 1972; Design-Build Services For Hastings Ground Storage Tank - ARPA Funded

The undersigned Design-Build Firm hereby swears under penalty of perjury that:

1. Design-Build Firm has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Design-Build Firm's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated \_\_\_\_\_, 20\_\_

Design-Build Firm \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Name and Title)

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)  
 My commission expires:

FORM 2

**DESIGN-BUILD FIRM'S FINAL RELEASE AND WAIVER OF LIEN**

<b>County:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Contract No.:</b> 24-MCA-PRE-20614	<b>Design-Build Firm Name:</b>
<b>Project:</b>	<b>Design-Build Firm Address:</b>
<b>Project Address:</b>	<b>Design-Build Firm License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

*None*

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Design-Build Firm/Company Name

By:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**





## NOTICE OF INTENT TO AWARD

November 18, 2024

### RFQ NO: 1972; Design-Build Services for Hastings Ground Storage Tank - ARPA Funded

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Precon Corporation as a Qualified Firm that provided the lowest cost technically acceptable proposal, based upon evaluation of submitted Qualifications under RFQ 1972.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Bryan Matus, Senior Procurement Coordinator, via email at [bmatus@sjcfl.us](mailto:bmatus@sjcfl.us) or phone at (904) 209-0148.

Leigh Daniels, CPPB  
Purchasing Manager  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: 11/18/24



ST. JOHNS COUNTY, FL  
COST PROPOSAL TABULATION

RFQ NO./TITLE: RFQ NO: 1972; Design-Build Services for  
Hastings Ground Storage Tank - ARPA Funded

OPENING DATE: 11/7/2024  
OPENED BY: Bryan Matus *3*  
VERIFIED BY: Richard Poulin *RP*  
POSTING DATE: 11/18/2024

RESPONDENT	TOTAL COST PROPOSAL:						
Precon Corporation	\$1,042,000.00						

Any actual Respondents who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.



**EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

Date: November 7, 2024  
RFQ No: 1972; Design-Build Services for Hastings Ground Storage Tank - ARPA Funded

(350 out of 500 Points to Qualify for Cost Proposal)

FIRM	EVALUATOR Alan Flood	EVALUATOR Chuck Jones	EVALUATOR Kevin Ledbetter	EVALUATOR Samuel Schlesinger	EVALUATOR Scott Trigg	TOTAL	RANK	COMMENTS
Precon Corporation	95.0	100.0	93.0	95.0	93.0	476.0	1	Met Minimum Qualificaiton Threshold

DEPARTMENT APPROVED:

Scott Trigg

PURCHASING APPROVED:

Leigh Daniels

Posted to Demandstar:

11/18/24

*Scott Trigg* 11/12/24  
*Leigh Daniels* 11/18/24

**NOTE:**

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.

ANY ACTUAL RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A NOTICE OF INTENT TO AWARD, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE COUNTY'S PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST WITH THE ASSISTANT DIRECTOR OF PURCHASING & CONTRACTS. THE PROTEST MUST BE SUBMITTED IN WRITING, ACCOMPANIED BY A SECURITY IN THE FORM OF A PROTEST BOND, BY 4:00PM ON THE FIFTH BUSINESS DAY FOLLOWING THE DATE OF THE POSTING OF THE NOTICE OF INTENT TO AWARD.

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "O" (REVISED BY ADDENDUM #1)**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

**COST PROPOSAL FORM  
ST. JOHNS COUNTY, FLORIDA**

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

**DATE SUBMITTED:** 10/31/24

**COST PROPOSAL OF**

Precon Corporation

Full Legal Company Name of Respondent

<u>115 SW 140th Terrace, Newberry, FL 32669</u>	<u>352-332-1200</u>	<u>352-332-1199</u>
Mailing Address	Telephone Number	Fax Number

Having become familiar with site conditions of the project, and having carefully examined the proposal requirements, including the Advertisement, Project Requirements, Design and Construction Criteria, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled RFQ NO: **1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Request for Qualifications Documents for the following dollar amount stated in this Cost Proposal summarized as follows:

**LUMP SUM COST PROPOSAL**

\$ 1,022,000.00

Lump Sum Cost Proposal (Written in Numerals)

\$ One Million Twenty-two Thousand and 00/100 /Dollars

Lump Sum Cost Proposal (Written in Words)

**ALLOWANCE 1:** Allowance for Materials Testing \$ 10,000.00

**ALLOWANCE 2:** Allowance for Permitting \$ 10,000.00

**TOTAL COST PROPOSAL:** Total amount calculated by adding the Lump Sum Cost Proposal, Allowance 1, and Allowance 2 amounts together to determine the Total Cost Proposal for completion of this Project.

\$ 1,042,000.00

Total Cost Proposal (Written in Numerals)

\$ One Million Forty-two Thousand and 00/100 /Dollars

Total Cost Proposal (Written in Words)

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


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

If the Undersigned is notified of the acceptance of this Proposal by the Board within ninety (90) calendar days for the time set for the receipt of proposal, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that the Cost Proposal has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bond, certified or cashier's check in the amount of not less than five percent (5%) total Cost Proposal, payable to the Owner, accompanies this Cost Proposal; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Cost Proposal is not accepted within ninety (90) days of the time set for the submission of Cost Proposal, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Respondent within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: Precon Corporation (Seal)

By:  Richard G. Moore, President  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (352) 332-1200 Fax No.: (352) 332-1199

Email Address for Authorized Company Representative: mjv@precontanks.com

Federal I.D. Tax Number: 59-2045133 DUNS #: 03-241-9913  
(If applicable)

**INDIVIDUAL**

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

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

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

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

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "P"**

**BOND**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

STATE OF FLORIDA

COUNTY OF St. Johns

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Precon Corporation (Full Legal Name of Respondent) as Principal, at 115 SW 140th Terrace, Newberry, FL 32669 (Address) and Great American Insurance Company as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Total Cost Proposal, or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States.

WHEREAS, the Principal has submitted a Cost Proposal for **RFQ No: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED** dated September 19, 2024 :

- (a) If the Principal shall not withdraw said Cost Proposal within ninety (90) days of the opening by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the RFQ Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- (b) In the event of the withdrawal of said Cost Proposal within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Cost Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Cost Proposal including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this 19th day of September, 2024, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

PRINCIPAL:

Precon Corporation  
Full Legal Name of Principal

[Signature]  
Signature of Authorized Officer

Richard G. Moore, President  
Printed Name & Title of Signing Officer

115 SW 140th Terrace  
Mailing Address

Newberry, FL 32669  
City, State, Zip Code

rmoore@precontanks.com  
Email Address of Signing Officer



WITNESSES:

[Signature]  
Mort Vineyard

SURETY:

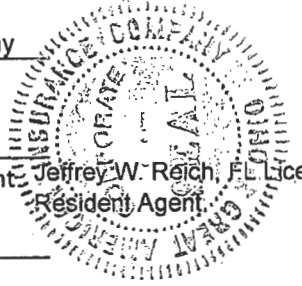
Great American Insurance Company  
Full Legal Name of Surety

[Signature]  
Signature of Authorized Surety Agent  
Jeffrey W. Reich, F.L. Licensed Resident Agent  
Florida Surety Bonds, Inc.  
620 N. Wymore Rd., Suite 200  
Mailing Address of Local Agency

Maitland, FL 32751  
City, State, Zip Code

jeff@floridasuretybonds.com  
Email Address of Surety Agent

[Signature]  
Attorney-in-Fact Signature  
Jeffrey W. Reich, Attorney-In-Fact  
Inquiries: 407-786-7770

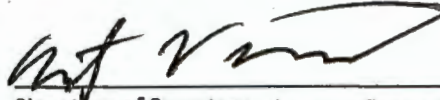


RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED  
**ATTACHMENT "Q"**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

I, Morton J. Vineyard, certify that I am the <sup>Assistant</sup> Secretary of the corporation named as Principal in the foregoing; that Richard G. Moore (Authorized Representative of Respondent) who signed the Bond(s) on behalf of the Respondent, was then President (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.



Signature of Secretary Asst. Secretary

Morton J. Vineyard

Full Legal Name of Respondent

STATE OF FLORIDA

COUNTY OF ALACHUA

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of  physical presence or  online notarization, Richard G. Moore (Authorized Representative of Respondent) states that he/she is authorized to execute the foregoing Cost Proposal Bond on behalf of the Respondent named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 18<sup>th</sup> day of September, 2024 by the Authorized Representative of Respondent, who is personally known to me or has produced \_\_\_\_\_ as identification. Type and Number of I.D. produced: \_\_\_\_\_.



Notary Public

My Commission Expires:



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





Great American Insurance Group Tower  
301 E. Fourth St.  
Cincinnati, OH 45202

Financial Division

GAIG.com

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2023**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 5,823,826,242	Unpaid losses and loss expenses.....	\$ 5,894,983,582
Stocks.....	1,237,341,409	Reserve for underwriting expenses.....	409,340,848
Mortgage loans on real estate.....	710,228,304	Reserve for unearned premiums.....	2,012,934,816
Real estate (net of encumbrances).....	2,008,971	Ceded reinsurance premiums payable.....	204,344,750
Cash and short-term investments.....	468,843,467	Funds held under reinsurance treaties.....	999,657,448
Other invested assets.....	2,336,668,473	Provision for reinsurance.....	37,574,400
Receivable for securities.....	474,176	Retroactive reinsurance ceded.....	(67,170,073)
Investment income due and accrued.....	60,912,415	Other liabilities.....	2,548,188
Agents' and premium balances.....	887,387,942	Total liabilities.....	9,604,713,769
Reinsurance recoverable on loss payments.....	145,881,301		
Federal income taxes.....	14,682,309	Capital stock.....	\$ 15,440,600
Net deferred tax asset.....	34,470,095	Paid in surplus.....	803,529,318
Receivable from affiliates.....	28,828,823	Special surplus funds.....	57,081,006
Receivable from Federal Crop Insurance Corporation.....	747,280,659	Unassigned funds.....	2,211,184,704
Company owned life insurance.....	187,050,712	Policyholders' surplus.....	3,187,245,628
Funds held as collateral.....	47,607,564		
Funded deductibles.....	33,104,908		
Other admitted assets.....	34,841,817		
<b>Total.....</b>	<b>\$ 12,791,459,387</b>	<b>Total.....</b>	<b>\$ 12,791,459,387</b>

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

STATE OF OHIO

COUNTY OF HAMILTON

Judith E. Gill, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (86 Stat. 1047 as amended: 31 U.S.C. 8304-8308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2023.

Subscribed and sworn to before me

this 23rd day of April, 2024.

Public Notary

Controller

Assistant Secretary



VALERIE SMITH  
Notary Public  
State of Ohio  
My Comm. Expires  
October 17, 2026



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

No. 0 20377

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
JEFFREY W. REICH	DON BRAMLAGE	ALL OF
SUSAN L. REICH	MAITLAND, FLORIDA	\$100,000,000
KIM E. NIV		
TERESA L. DURHAM		
GLORIA A. RICHARDS		
CHERYL POLEY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of OCTOBER 2016  
GREAT AMERICAN INSURANCE COMPANY



*David C. Kitchin*  
DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of OCTOBER, 2016

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



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

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

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

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

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

Signed and sealed this 19th day of September 2024





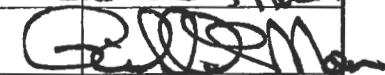
*Stephen Berabaha*

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "R"

ACKNOWLEDGEMENT OF ADDENDA

Respondent hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFQ Documents. By acknowledging the Addenda listed below, Respondent hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Respondent's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Respondent being deemed non-responsive to the requirements of the RFQ, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF OFFEROR'S AGENT	TITLE OF OFFEROR'S AGENT	SIGNATURE OF OFFEROR'S AGENT
1	9/16/24	Richard G. Moore	President	
2	10/14/24	Richard G. Moore	President	
3	10/24/24	Richard G. Moore	President	

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY, FL  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

DATE OF SUBMITTAL: 10/31/24

FULL LEGAL NAME OF RESPONDENT: Precon Corporation

RESPONDENT FEIN #: 59-2045433

MAILING ADDRESS: 115 SW 140th Terrace, Newberry, FL 32669

POINT OF CONTACT NAME & TITLE: Mort Vineyard, PE, Engineering Director

POC EMAIL ADDRESS: 115 SW 140th Terrace, Newberry, FL 32669

POC PHONE NUMBER: 352-332-1200

PAYMENTWORKS REGISTRATION (SEE PART I – GENERAL TERMS AND CONDITIONS – SUBSECTION Q):

Authorized POC: Patti Dean Email Address for POC: psd@precontanks.com

(Name typed or printed)

**SECTION 1.**

**Qualifications Cover Page  
and  
Cover Letter**



## PRECON CORPORATION

---

Prestressed Concrete Tanks

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

September 16, 2024

SJC Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084

ATTN: Bryan Matus, Sr., Procurement Coordinator

Re: RFQ 1972  
Design-Build Services for Hastings Ground Storage Tank

Dear Mr. Matus:

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

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

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

Precon Corporation was founded by Richard G. Moore, PE, President, in December 1980. Precon has specialized in the construction of circular prestressed concrete tanks for water and wastewater storage and treatment since 1983, and has constructed over 700 tanks ranging in size from 100,000 gallons to 21,000,000 gallons.

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

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

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

Very truly yours,

Richard G. Moore, PE  
President

RGM/tm

# Principals

Richard G. Moore, PE – President

Pat Wheeler, PE – Vice President

## **Key Personnel**



**Key Personnel** (resumes attached):

Richard G. Moore, PE, President

Pat Wheeler, PE, Vice President

Mort Vineyard, PE, Engineering Director

Evan Johnson, Safety and Quality Control

Colin Tenney, Superintendent

Borromeo Lopez, Shotcrete Nozzleman

RICHARD G. MOORE, P.E.

- Engineer in Charge
- President, Precon Corporation

EDUCATION: Bachelor of Civil Engineering  
University of Florida, 1968

Master of Science in Engineering  
University of Florida, 1970

REGISTRATION: Professional Engineer  
FL, GA, NC, SC, VA, KY, TN, AL, MS, LA, TX

Licensed Contractor  
FL, GA, NC, SC, TN, MS, LA, VA, AL

President and Founder of Precon Corporation, who is a contractor specializing in construction of prestressed concrete tanks since 1983. Functions include management and engineer in charge of design, construction, and inspection of over 700 tanks with sizes up to 20 MG. Involves design review and sealing drawings and calculations for all tanks. Responsible for quality control of design and field construction of all reservoirs built by Precon.

PATRICK J. WHEELER, P.E.

- Project Manager
- Vice President, Precon Corporation

### Summary

EDUCATION: Bachelor of Science in Civil Engineering  
Rensselaer Polytechnic Institute, 1991

REGISTRATION: Professional Engineer  
FL, GA, NC, TN, VA

Mr. Wheeler has worked for Precon functioning as a Project Manager for over twenty years.

Mr. Wheeler completed four years in the U.S. Army Field Artillery upon graduation and was honorably discharged at the rank of Captain. In 1995 he started his employment with Precon and today holds the office of Vice President and serves as a Project Manager.

Typically, Mr. Wheeler manages those projects that are most complex and which involve extensive site preparation, piping, tank construction, and client relations.

Projects with applicability to the proposed project include:

- North Fulton County 4 MG Water Storage Tank, Fulton County, GA  
Project Manager responsible for the tank and project performance of tank and related work. Includes interaction with design engineer and owner.

Precon was the design, build lead on this project and contracted directly with the county. The project included a 4 MG reservoir along with interconnecting piping, valve vaults, extensive site work, landscaping, electrical, and paving at an undeveloped site. For the design phase of the project, Precon employed a local engineer and worked closely with him. The project involved a 4 MG reservoir 122' I.D. x 46' W.D. The project involved extensive excavation for the present tank and for a future tank in an environmentally sensitive area. The design involved working closely with the county and active citizen environmental groups. The project also included aesthetic fencing and interconnecting piping along with a valve vault with altitude valve controls and bypass piping. Much emphasis was placed on on-site landscaping to blend in and to hide the facility. All the work was self-performed with the exception of the electrical, instrumentation, and fencing. The project was finished timely with no disputes.

- Lanier Filter Plant Clearwell Improvements, Gwinnett County, GA  
Project Manager responsible for the tank and project performance of tank and related work. Includes interaction with design engineer and owner.

Precon constructed the 20 MG reservoir as a subcontract. The reservoir had dimensions of 290' I.D. and 41' W.D. The floor of the tank was cast in one pour. The walls were typical AWWA D-110 with wire prestressing and a diaphragm. The roof was a free span dome, 290' in diameter. The tank was finished timely with no disputes.

- Fiveash WTP Reservoir Addition, Ft. Lauderdale, FL  
Project Manager responsible for the tank and project performance of tank and related work. Includes interaction with design engineer and owner.

Precon was responsible for the entire project contracted as a general contractor directly with the city which included: 7,000,000 gallon reservoir, interconnecting piping, site work, landscaping, electrical, and paving at an existing water treatment plant.

The 7 MG reservoir had dimensions of 190' I.D. x 30' W.D. and was to match three others on the same site. The site preparation included dewatering, removal and replacement of 10' of excavated material. Piping included tying into existing lines and tanks, and consisted mostly of 30" D.I.P. but also included some up to 54". The work was self-performed except for landscape plants, electrical, asphalt paving, and some pipe installation. The project was finished timely with no disputes.

- Lithia WTP Expansion, Hillsborough County, FL  
Project Manager responsible for the tank and project performance of tank and related work. Includes interaction with design engineer and owner.

Precon was responsible for the entire project and functioned as a general contractor, contracting directly with the owner which included: 5,000,000 gallon reservoir, interconnecting piping, site work, landscaping, electrical, paving, instrumentation, valve and maintenance building, elevated aerator platforms at an existing water treatment plant.

The 5 MG reservoir had dimensions of 160' I.D. x 33' W.D. and was to match the two similar tanks on the same project. The site preparation was simple in that the tank was built close to the existing grade. The piping tie-ins involved reworking existing valve vaults, laying and tying in piping up to 54", steel and prestressed pipe. The work was self-performed except for the electrical and asphalt paving. The project was finished timely with no disputes.

MORT VINEYARD, P.E.

- Engineering Director

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

REGISTRATION: Professional Engineer  
FL, GA, AL, LA

Mr. Vineyard completed his education at the University of Florida and upon completion started his employment with Precon. Mr. Vineyard received his professional engineering certificate in 2002. He is a member on the AWWA D110 Committee, which specializes in the design standards for prestressed concrete tanks. He is also a voting member on the ACI 372 Committee, which specializes in the design and construction of circular wire and strand wrapped prestressed concrete structures.

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

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

EVAN JOHNSON, CSP

- Safety Manager, Quality Control

EDUCATION: Bachelor of Science in Forest Resources (Forestry)  
University of Georgia

Master of Science in Forest Resources  
(Forestry) University of Georgia

Mr. Johnson completed his education at the University of Georgia in 2013 and upon completion started his employment with Hancock Forest Management (HFM), a Manulife Asset Management Company. Mr. Johnson oversaw management and harvesting on approximately 100,000 acres of pine and hardwood timberland in southwest Arkansas and on approximately 50,000 acres of forestland on the Gulf Coast of Florida. For approximately five years, Mr. Johnson was involved in safety functions and safety leadership positions within HFM. Mr. Johnson started his employment with Precon in 2019 and brings proven safety leadership and personnel management to the company.

## COLIN TENNEY

- Field Superintendent

Mr. Tenney has been with Precon since 2011. He has worked as a field superintendent for ten years constructing prestressed tanks. He is a Certified Nozzleman since 2013. Mr. Tenney was the superintendent responsible for the field construction of the following tanks:

1. Cecil Commerce 2,000,000 Gallon GST, JEA, FL (2019)  
147'-0" I.D. x 19'-0" W.D.
2. Players Club WRF 264,000 Gallon Sludge Tank, St. Johns County, FL (2018)  
50'-0" I.D. x 20'-0" W.D.  
620,000 Gallon Clarifier  
75'-0" I.D. x 18'-8" W.D.
3. Chuluota, FL 500,000 Gallon Reclaimed GST, Florida Governmental UA (2018)  
55'-0" I.D. x 28'-2" W.H.
4. NWWTP, 1.0 MG GST, JEA (2017)  
90'-0" I.D. x 22'-1" W.D.
5. Plantation WTP Expansion 800,000 Gallon GST, City of Leesburg, FL (2016)  
85'-0" I.D. x 18'-10 1/4" W.D.
6. A-First Reuse Augmentation Fac. 200,000 Gallon GST, City of Altamonte Springs, FL (2015)  
58'-0" I.D. x 10'-0" W.D.
7. Buckman Street WWTP Digesters 1 & 2 Dome Replacements, JEA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LICENSE NUMBER CGC002671**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Ron DeSantis, Governor

Melanie S. Griffin, Secretary

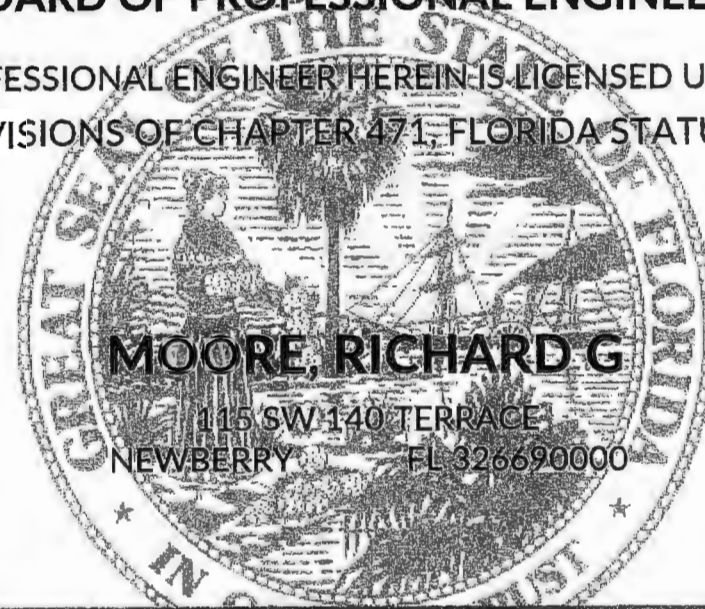


**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



**MOORE, RICHARD G**

115 SW 140 TERRACE  
NEWBERRY FL 326690000

**LICENSE NUMBER: PE13159**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



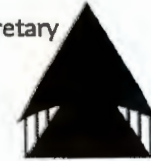
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WHEELER, PATRICK JAY**

115 SW 140TH TERRACE  
NEWBERRY FL 32669

**LICENSE NUMBER: PE55554**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**VINEYARD, MORTON JOHN**

13586 SW 6TH RD

NEWBERRY

FL 32669

**LICENSE NUMBER: PE58798**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Certificate of Completion

*This verifies that*

**Colin Tenney**

is certified as a

**Shotcrete Nozzleman**

In Substantial Accordance with ACI 506R-16 and CP-60(15)



**UNITED  
CONSULTING**

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

April 22, 2022

Exam Date

June 1, 2022

Certificate Date

Patrick J. Carr, P.E.  
Proctor

Timothy J. Beck, P.G.  
Proctor

# Certificate of Completion

*This verifies that*

**Borrromeo Lopez**

is certified as a

**Shotcrete Nozzleman**

In Substantial Accordance with ACI 506R-16 and CP-60(15)



**UNITED  
CONSULTING**

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

April 22, 2022

Exam Date

June 1, 2022

Certificate Date

Patrick J. Carr, P.E.  
Proctor

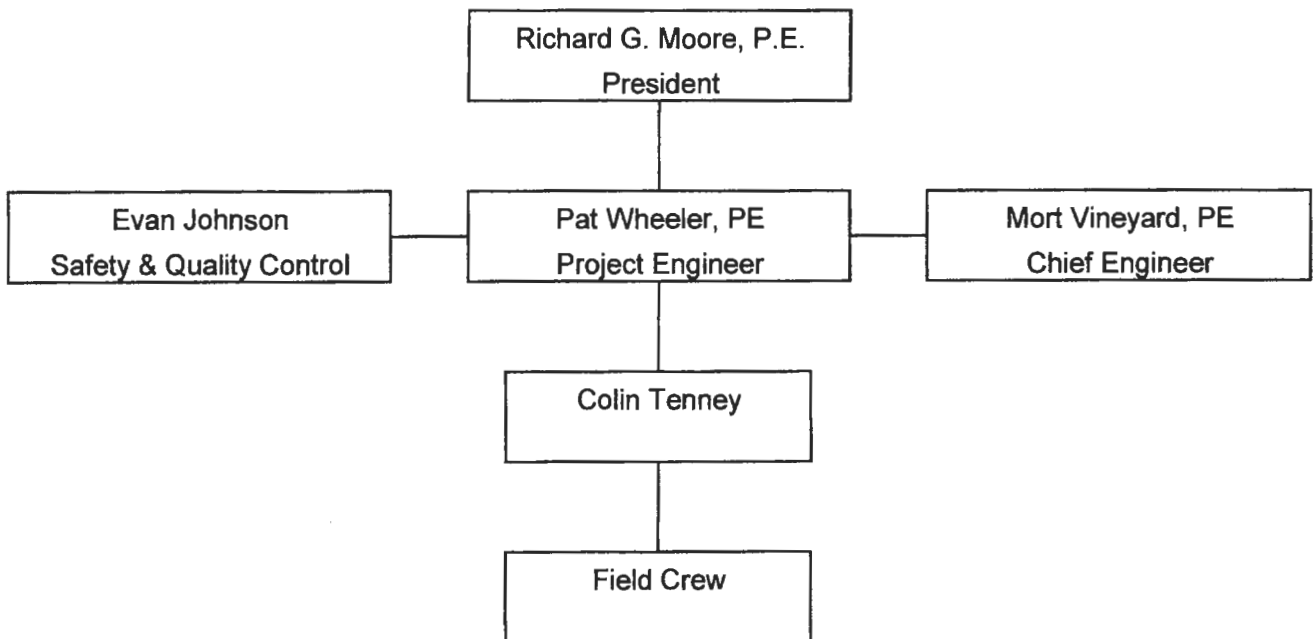
Timothy J. Beck, P.G.  
Proctor

## **Proposed Subcontractors**

None

PRECON CORPORATION  
Organization Chart

RFQ No. 1972  
Design Build Services for Hastings Ground Storage Tank



RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "A"  
QUALIFICATION CERTIFICATION

The Undersigned presents this submitted Qualifications to be considered as a Qualified Design-Build Firm to perform Design-Build services for design, permitting, construction, and testing of one (1) circular, 65-foot inside diameter, 0.28 MG (nominal volume; 0.25 MG useable) wire wrapped pre-stressed concrete potable water storage tank.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

Precon Corporation

(Respondent Firm)

By [Signature]  
(Affiant Signature)

Richard G. Moore, PE, President

(Printed Name & Title)

10/30/24

Date of Signature

STATE OF FLORIDA

COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of October, 2024, by Affiant, who is personally known to me ~~or has produced xxx~~ as identification.

[Signature]

Notary Public  
My Commission Expires:





RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "B"  
**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes \_\_\_\_\_ No

If yes, please attach additional sheet(s) to include:

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration. **None**
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

N/A

---

---

---

---

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No  If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

N/A

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.  
**None**

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes \_\_\_\_\_ No  If yes, on separate sheet(s) explain in detail.



PRECCOR-01

KTUHACEK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2024

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Kristin Tuhacek
	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
	E-MAIL ADDRESS: ktuhacek@acrisure.com
INSURED  Precon Corporation 115 S.W. 140 Terrace Newberry, FL 32669	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Amerisure Mutual Insurance Company 23396
	INSURER B: Amerisure Insurance Company 19488
	INSURER C: Crum & Forster Specialty Insurance Company 44520
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP20856701102	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA20590691601	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20590721501	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC20740071402	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	General Liability			PKC-115518	7/15/2024	7/15/2025	EA POLL COND/AGG \$ 5,000,000
A	Equipment Floater			CPP20856701102	1/1/2024	1/1/2025	LEASED/RENTED EQUIP 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
"For Information Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# FLORIDA SURETY BONDS, INC.

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

888-786-BOND (2663)  
Fax 888-718-BOND (2663)

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

09/23/2024

RE: Precon Corporation

To Whom It May Concern,

We are pleased to be the surety agents for Precon Corporation. Bonds are currently written through Great American Insurance Company which is A.M. Best Rated A+, XV and has a U.S. Treasury Listing of \$ 313,983,000.00.

We usually anticipate no difficulties in providing surety bonds for Precon Corporation in the \$30,000,000 single, \$125,000,000 aggregate range. As always, issuance of bid bonds, performance bonds, and payment bonds is contingent on the underwriting of the account at the time the bonds are required, including but not limited to review of current financials, the contract, bond forms, confirmation of project financing and the contractor's compliance with surety underwriting requirements. This letter is not a commitment to provide bonds and the surety reserves the absolute right to determine bond requests in its sole discretion. Neither our agency nor the surety is liable for any damages relating to or arising from this letter.

Should you have any questions, please do not hesitate to contact us. We think you will be pleased if you work with Precon Corporation and look forward to hearing great things about your experience with them.

Sincerely,

Robert P. O'Linn  
Vice President

## **Section 3**

### **Related Experience**



Prestressed Concrete Tanks

## PRECON CORPORATION

115 S.W. 140th Terrace  
Newberry, Florida 32669  
(352) 332-1200 Fax 332-1199

### REFERENCES

<u>START/ END</u>	<u>SCOPE</u>	<u>COST +/-</u>	<u>ENGINEER</u>	<u>OWNER</u>
10/18-4/19	6,500,000 Gallon Reuse Tank 155'-0" I.D. x 46'-01" W.D.	\$2.0M	WSP USA Inc. Orlando, FL Thomas Persusits, PE 407-944-5000	Toho Water Authority Kissimmee, FL Lan Zhou
4/19-9/19	3,000,000 Gallon GST 118'-0" I.D. x 36'-0" W.D. 5,000,000 Gallon GST 145'-0" I.D. x 40'-6" W.D.	\$4.0M	Brown & Caldwell Atlanta, GA Scott Adams 770-394-2997	Forsyth County, GA Barry Lucas 770-886-2793
6/20-10/20	3,000,000 Gallon EQ Tank 110'-0" I.D. x 43'-9" W.D.	\$1.3M	GRW, Inc. Louisville, KY Tyler Bridges, PE 502-484-8484	Paducah-McCracken Joint Sewer Agency Paducah, KY Josh Webb, PE 270-575-0056
10/20-3/21	5,000,000 Gallon Reclaim Tank 170'-0" I.D. x 29'-5" W.H.	\$2.0M	Arcadis Maitland, FL	Orange County Utilities Orlando, FL Raymond Hanson, PE 407-254-9900
3/21-12/21	10,000,000 Gallon EQ Tank 238'-0" I.D. x 31'-0" W.D.	\$5.0M	Hazen and Sawyer Fairfax, VA Diala Dandach 703-218-2034	Loudoun Water Ashburn, VA Rick Zaepfel, PE 571-291-6504
11/20-4/21	5,000,000 Gallon GST 186'-0" I.D. x 25'-0" W.D.	\$2.0M		Regional Utilities Santa Rosa Beach, FL Dylan Laird, PE 850-231-5114
1/22-5/22	3,000,000 Gallon Reclaim Tank 120'-0" I.D. x 35'-6" W.D.	\$1.2M	Wade Trim Palm Bay, FL Michael Demko, PE	City of Palm Bay, FL Tim Roberts 321-626-1172
2/22-5/22	3,000,000 Gallon GST 115'-0" I.D. x 40'-1-1/4" W.H.	\$1.0M	Carollo Orlando, FL Sudhan Paranjape 407-212-8840	Toho Water Authority Kissimmee, FL George Eversole, Jr., PE 407-944-5025
5/22-3/23	2 - 7,500,000 Gallon Water Tanks 200'-0" I.D. x 32'-3" W.D.	\$6.0M	Wade Trim Tampa, FL Travis Parsons, PE	City of St. Petersburg, FL Brejesh Prayman, PE 727-893-7111
8/22-2/23	3,500,000 Gallon GST 120'-0" I.D. x 41'-6" W.D.	\$1.75M	Hazen and Sawyer Orlando, FL Curtis Kunihiro, PE 407-362-1107	Orange County Utilities Orlando, FL Ed Torres, PE 407-836-5515

<u>START/ END</u>	<u>SCOPE</u>	<u>COST +/-</u>	<u>ENGINEER</u>	<u>OWNER</u>
11/22-2/23	740,000 Gal. Sludge Holding Tank 83'-8" I.D. x 8'-0" W.D.	\$.75M	Constantine Engineering St. Auglustine, FL David Rasmussen 904-567-7754	St. Johns County St. Augustine, FL Scott Trigg, PF 904-209-2700
3/23-7/23	3,000,000 Gallon GST 141'-0" I.D. x 25'-4-1/2" W.D.	\$3.0M	Mott-Macdonald Jacksonville, FL Leslie Samel 904-203-1081	St. Johns County St. Augustine, FL Scott Trigg, PE 904-209-2700

## **Section 4**

### **Schedule for Completion**

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2024												2025											
						DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
1000	Scope 1 : Design	80d	80d	05DEC24	28FEB25	Scope 1 : Design																							
1010	Scope 2: Erosion Control Measures	5d	5d	03MAR25	07MAR25	Scope 2: Erosion Control Measures																							
1020	Scope 2: Initial site work & clearing	20d	20d	10MAR25	04APR25	Scope 2: Initial site work & clearing																							
1030	Scope 2: Prepare tank pad	20d	20d	07APR25	02MAY25	Scope 2: Prepare tank pad																							
1040	Scope 2: Install and test pipe	20d	20d	05MAY25	30MAY25	Scope 2: Install and test pipe																							
1050	Scope 2: Construct tank	80d	80d	02JUN25	25AUG25	Scope 2: Construct tank																							
1060	Scope 2: Test Tank	30d	30d	26AUG25	06OCT25	Scope 2: Test Tank																							
1070	Scope 2: Final site work and grassing	30d	30d	26AUG25	06OCT25	Scope 2: Final site work and grassing																							

Start date 05DEC24  
 Finish date 06OCT25  
 Data date 05DEC24  
 Run date 30OCT24  
 Page number 1A  
 Primavera Systems, Inc.

Precon Corporation  
 St Johns Co FL Hastings Ground Storage Tank

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



## **Section 5**

# **Technical Proposal**

## Scope 1 Approach

- Confirm during design phase the correct methodology for ensuring the tank settlement is accommodated. This may entail crowning the tank slab and/or piping modifications to handle the future potential settlements. The tank will be pre-loaded with water before making pipe connections. The design criteria for the tank structure have been defined at this time and incorporated into cost negotiations.
- Once the methodology for handling tank settlement (if required) is determined then an action phase will be established. This may include dewatering and soil testing.
- Tank design for this project incorporates a standard size tank with typical loadings (water, wind, seismic). The design, as always, will be conservative with the intent of a 50+ year life span.

## Scope 2 Approach

- The construction phase includes numerous components including schedule, quality, safety, coordination, and procurement. Each of these components are spear headed by the project manager (Pat Wheeler) to ensure the projects runs smoothly and safely. Below is a breakdown of these items.
  - Schedule –Piping will be submitted early and ordered immediately upon approval to mitigate delays in delivery. Tank construction schedule is not a concern as we currently have the majority of our crews in Florida and two of the largest crews in the Jacksonville area. Tank crews will be ready as needed.
  - Quality – Pat Wheeler, PE will identify key moments that require his inspection. These will include at a minimum; site compaction, pipe installation & testing, slab reinforcement, slab concrete, wall reinforcing, wall shotcrete, dome reinforcing, dome concrete, prestressing, final wall shotcrete layer, paint, and leak testing. Pat will also be on site one to two days weekly to ensure all aspects of quality control are followed. Colin Tenney, superintendent, will be the first line of quality control on a day-to-day basis.
  - Safety – While we work hard at being a very safe company (EMR (2022) = 0.66), we pursue safety diligently every day. This includes following our safety manual (available upon request). Pat Wheeler will conduct safety audits as part of his weekly site visits and Evan Johnson, safety coordinator, will perform periodic inspections as needed.
  - Coordination – As this project is straight forward, coordination will mostly involve material deliveries and the owner. Some items that will be considered are pipe tie ins, filling the tank, site interaction, lay down, water, electricity, concrete wash down site, erosion control, and protection of existing facilities.
  - Procurement – The major components of the project are piping, reinforcing, and concrete. Pipe and reinforcing will be ordered as soon as submittals are approved. Concrete will be scheduled out as far in advance as possible (typically 2 weeks) to avoid delays and insure availability.
- Risk registry – We are fortunate in that we construct the same structure repeatedly in the same manner. This reduces concerns of us encountering unforeseen items that have not already been mitigated in our design or quality control. Furthermore, the involvement of long tenured employees decreases any risk of safety or quality concerns. Mort Vineyard, PE and Pat Wheeler, PE have been designing and constructing tanks for a combined 54 years.

## **Section 6**

### **DBE/SBE/MBE/WBE/Plan**

## **Section 7**

### **Administrative Information**

**ATTACHMENT "C"**  
**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF Precon Corporation (Respondent) being of lawful age and being duly sworn I, Richard G. Moore (Affiant) as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of October 30, 2024.

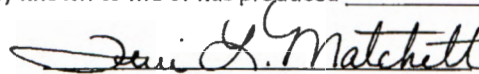


Signature of Affiant  
Richard G. Moore, President

STATE OF FLORIDA

COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of October, 2024, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public

My Commission Expires:



RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "D"  
AFFIDAVIT

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

At the time the Qualifications is submitted, it shall include this sworn statement from the Respondent. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

The undersigned authority, Richard G. Moore (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of Precon Corporation (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED.

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

Precon Corporation

(Respondent firm)

By [Signature]

(Affiant Signature)

Richard G. Moore, PE, President

(Printed Name & Title)

October 30, 2024

Date of Signature

STATE OF FLORIDA

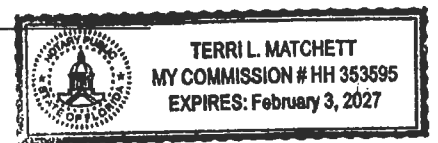
COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of October, 2024, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]

Notary Public

My Commission Expires: \_\_\_\_\_



RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "E"  
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Respondent's, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Respondent's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

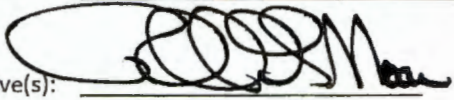
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Precon Corporation

Authorized Representative(s):  Richard G. Moore, President  
Signature Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title



ATTACHMENT "F"  
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Precon Corporation does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature  
Richard G. Moore, President

October 30, 2024

Date

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF Alachua

I, Richard G. Moore ("Affiant"), being duly authorized by and on behalf of Precon Corporation ("Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of **RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED** ("Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this 30th day of October, 2024.



Signature of Affiant

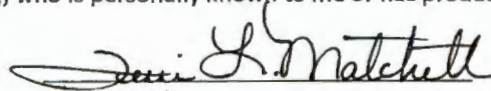
Richard G. Moore, President

Printed Name & Title of Affiant

Precon Corporation

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of October, 2024, by {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public

My Commission Expires:



RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

**ATTACHMENT "H"**  
**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Services
Argos	Concrete	David Runyon	407-489-0683 - c hrunyon@argos-us.com	
SRM	Concrete	Andy Sweat	904-545-3639 asweat@smyrnareadymix.com	

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "I"  
EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of Qualifications:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Richard G. Moore

SIGNATURE: 

TITLE: President

NAME OF FIRM: Precon Corporation

DATE: October 30, 2024

ATTACHMENT "J"

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

I, Richard G. Moore ("Affiant"), being duly authorized by and on behalf of Precon Corporation ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is: 115 SW 140th Terrace, Newberry, FL 32669
2. I am duly authorized as President (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is [redacted]. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

[Handwritten signature of Richard G. Moore]

Signature of Affiant

Precon Corporation

Full Legal Name of Respondent

Richard G. Moore, President

Printed Name & Title of Affiant

October 30, 2024

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 30th day of October, 2024, by Affiant, who is [X] personally known to me or [ ] has produced [ ] as identification.

[Handwritten signature of Terri L. Matchett]
Notary Public

My Commission Expires



ATTACHMENT "K"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualifications issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualifications or in return for execution of a contract for performance or provision of services for which Qualifications are herein sought.

Handwritten Signature of Authorized Principal(s) of Respondent:

NAME (print): Richard G. Moore

SIGNATURE:  \_\_\_\_\_

TITLE: President

DATE: October 30, 2024

FULL LEGAL NAME OF RESPONDENT:

Precon Corporation  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT "L"

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Primary Covered Transactions**

The Respondent certifies that the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Respondent must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Request for Qualifications, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Richard G. Moore

SIGNATURE:  \_\_\_\_\_

TITLE: President

NAME OF RESPONDENT: Precon Corporation

DATE: October 16, 2024



ATTACHMENT "M"

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each Qualification or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Precon Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Richard G. Moore

SIGNATURE:  \_\_\_\_\_

TITLE: President

FULL LEGAL NAME OF RESPONDENT: Precon Corporation

DATE: October 30, 2024

ATTACHMENT "N"

ST. JOHNS COUNTY

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Respondent's Authorized Representative  
Richard G. Moore

President

Title

October 30 2024

Date



### ADDENDUM #3

October 24, 2024

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFQ No: 1893 Design-Build Services For Hastings Ground Storage Tank - ARPA Funded

This Addendum #3 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must complete and submit Attachment "R", acknowledging all issued addenda with their Qualifications as provided in the RFQ Documents.

#### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFQ Documents:

1. Exhibit F: Additional Geotechnical Exploration Report, Dated October 23, 2024, is being incorporated through this addendum. The geotechnical engineer recalculated the estimated maximum settlement and provided options for deep foundation and/or soil stabilization for the tank, including pre-loading the tank footprint, installing auger cast piles for foundation support, and/or using rigid inclusions for deep soil improvement.

#### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Did the budget provided in the contract documents take into account the deep foundation requirement?

**Answer:** *Yes, the estimated budget considers the deep foundation requirement. See Revision/Clarifications #1 for additional geotechnical information and alternate foundation methods.*

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, OCTOBER 31, 2024 AT 4:00 PM  
EDT**

**END OF ADDENDUM NO. 3**



## ADDENDUM #2

October 14, 2024

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFQ No: 1972 Design-Build Services for Hastings Ground Storage Tank - ARPA Funded

This Addendum #2 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must complete and submit Attachment "R", acknowledging all issued addenda with their Qualifications as provided in the RFQ Documents.

### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFQ Documents:

1. The County is extending the due date for qualifications to allow the County to allow additional time to verify the soil conditions. The results of the additional soil borings will be provided to the Respondents as part of a future addendum when the results become available. Part I: General Terms & Conditions, Section C. Submittal Deadline & Location, First Paragraph is revised to the following:

Proposals submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM EDT) on Thursday, October 31, 2024** submittal deadline. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS IS HEREBY CHANGED TO: THURSDAY, OCTOBER 31, 2024  
AT 4:00 PM EDT**

**END OF ADDENDUM NO. 2**



## ADDENDUM #1

September 16, 2024

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFQ No: 1972 Design-Build Services for Hastings Ground Storage Tank - ARPA Funded

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must complete and submit Attachment "R", acknowledging all issued addenda with their Qualifications as provided in the RFQ Documents.

### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFQ Documents:

1. The County is extending the due date for qualifications to allow the County to conduct additional soil borings on the site to verify the soil conditions. The results of the additional soil borings will be provided to the Respondents as part of a future addendum when the results become available. Part I: General Terms & Conditions, Section C. Submittal Deadline & Location, First Paragraph is revised to the following:

Proposals submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM EDT) on Thursday, October 17, 2024** submittal deadline. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

2. Part I: General Terms & Conditions, Section G. Submittal of Questions/Inquiries is revised to the following:

Any and all questions or inquiries related to this RFQ, shall be directed in **writing** to the Designated Point of Contact as provided above, by or before **four o'clock (4:00 PM EDT) on Thursday, September 26, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

3. Revised Attachment O – Cost Proposal Form is attached.
4. Exhibit A – Design Criteria Package, Dated August 7, 2024. Section 12. Tank Coatings Furnished and Installed, Subsection D. Interior, is being revised to the following:
  - Underside of dome shall receive a primer application of Tnemec Mortarclad Series 218 or approved equal. Tank floor and walls shall receive Tnemec Mortarclad Series 218 on as needed basis to fill holes and other inconsistencies.
  - All interior walls, including underside of dome, and interior piping, fittings, and supports shall receive two (2) coats of an NSF 61 approved epoxy coating. The epoxy coating shall be Tnemec Series 22 or approved equal.

- Concrete edges and sharp points shall be coated to within 3 inches of the edge with Tnemec Series N140 Pota-Pox prior to final coating with Tnemec Series 22
  - No coatings are necessary on the interior floor.
  - All coatings shall be applied according to the product instructions.
  - All interior coatings shall be NSF-61 compliant and approved for contact with potable water.
5. Attached to this addendum is a sample of the County's template Design-Build Contract and Construction Bond form, which is subject to change. The contract and construction bond form are being provided for example purposes only.
6. Part III: Submittal Instructions & Format, Section 2 Minimum Qualifications is being revised to the following:

The following are minimum qualification requirements that Respondents must meet in order to be considered responsible to perform the work specified in this RFQ. Respondents must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must qualify as a Design-Build Firm as defined by Florida Statute § 287.055(2)(h).
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)); and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award; and
4. Must provide written narrative that the Respondent shall have designed, constructed, and put into operation a minimum of five (5) wire and strand wrapped prestressed concrete tanks with dome roofs conforming to AWWA D110 with Type II core walls in the last five (5) years of a similar 0.25 MG nominal volume capacity or larger.
5. Must include a resume of a full-time professional engineer registered in the State of Florida, having no less than five (5) years of experience in the design and field construction of circular prestressed composite tanks.
6. Must include the resume of a Foreman supervising the placing of the shotcrete and shall have a minimum of five (5) years' experience as a nozzleman and be certified by the American Concrete Institute (ACI) as outlined in the ACI certification publication CP-60.
7. Must include the resume of a nozzleman demonstrating a minimum of five (5) years' experience and be certified by the American Concrete Institute (ACI) as outlined in the ACI certification publication CP-60.
8. Must be registered with [www.SAM.gov](http://www.SAM.gov) with a status of "Active" and have no Active Exclusions cited at the time of submitting the Qualifications. In the event registration is expired, Respondent is to provide email documentation that they actively engaged in renewing their SAM.gov registration

**Failure by any Respondent to meet the minimum requirements stated above shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.**

**Questions/Answers:**

The County provides the following answers to the questions submitted below:

1. Do Certified Small Business Entities (SBEs) count towards meeting the Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women Business Enterprise (WBE) requirements? If so, is there a specific percentage goal for SBEs?

**Answer: Yes. There is no specific percentage goal for SBEs. Review Part V: Contract Requirements, Section U. Disadvantaged, Small, Minority, And Women Owned Business Enterprises for additional information.**

2. Which agency or entity must certify a business as a DBE, MBE, or WBE to be recognized for this project?

**Answer: The County recognizes any State or Federal entity certifications.**

3. How will the criteria for DBE, MBE, and WBE participation be evaluated?

**Answer: Review Part V: Contract Requirements, Section U. Disadvantaged, Small, Minority, And Women Owned Business Enterprises.**

4. Section 12.d states concrete edges and sharp points shall be coated with 3 inches of the edge with Tnemec Series N140. Tnemec Series N140 does not meet NSF Standard 600 as a finish coat. Please confirm if N140 shall be applied to concrete edges and sharp points prior to the two coats of Tnemec Series 21

**Answer: Correct. See Revision/Clarification #4 above.**

5. The contract documents state that the max elevation for the top of the vent on the top of the dome is 11'0" above the tank floor. With the 65"-0" ID x 11-6" SWD the top of the dome with the 1:12 rise will be at roughly elevation 16.00. Will this be acceptable?

**Answer: The estimated elevation of 16' for the top of the dome rise will be acceptable if it meets current St. Johns County zoning requirements.**

6. Will the settlement program to monitor the total and differential settlement still be required since the tank will be constructed on top of a deep foundation?

**Answer: Yes, the settlement program will still be required. Once the contractor has developed a plan, the details and scale of the program can be coordinated with the County.**

7. The geotechnical report recommends several sizes of ACIP with no capacities provided. Please provide the capacities of the different ACIP options provided. Along with the capacities, can the geotechnical engineer provide the length of pile required to achieve the capacities?

**Answer: The capacities for various ACIP sizes are provided in a curve format in Exhibit B – Geotechnical Exploration Report Dated July 16, 2024 (Page 35 of the PDF) and titled "Estimated Allowable Capacity". As indicated in Section 6.2 of the Geotechnical report, the manufacturer or the structural designer would determine the allowable capacity and enter this load along the x-axis of the provided curve, drawing a vertical line to meet the curve for the selected pile size and subsequently drawing a horizontal line to intersect the (y) axis to determine the pile length. If a different pile size is required, the same procedure is followed. As a "minimum", we recommend the ACIP piles to penetrate the highly compressible soils consisting of organic soils**

**mixed with wood pieces into competent material. Deeper pile penetration may be required to meet the structural design requirements.”**

8. Please confirm Allowance #2 – permit allowance, is all inclusive of all permits that may be required for this project.

**Response: Permit allowance is for all permits that may be necessary. Based on the recent ground storage tank permitting costs, the permit allowance will be increased to \$10,000 for this project. See Revision/Clarification #3 above.**

9. We may want to perform additional boring at the tank site. Is this possible? If so, how would we coordinate site entry? We would need to enter the site on two separate dates. One to flag the boring locations and the second to perform the borings. Concern: We are wanting to verify that the tank does indeed require auger cast piles. The cost for the piles can be quite large. The current soils report states the tank with a 100’ diameter will have in excess of 7.1 inches of total settlement. The RO building with 1,500 psf loading will have 1” total settlement. The tank loading is roughly 800 psf. Alternatively, to us performing more boring, you could ask the current soils engineer what loading the settlements were based on. Also, the tank is 65’ diameter and not 100’.

**Answer: The County will conduct additional soil borings to alleviate the Respondent Concern regarding the soil conditions. See Revision/Clarification #1 above.**

10. Please provide a copy of the Design-Build Contract Agreement.

**Answer: See Revision/Clarification #5 above.**

11. Our standard issued Payment and Performance bonds, in the amount of 100% of the contract price, cover the duration of the work and one (1) maintenance year, not to exceed a total of three (3) total years. Since the project is in the duration of 330 days plus requiring one (1) warranty bond in the amount of 10% of the contract price for one (1) warranty year—will this meet the requirements of RFQ, Part V-Art. N? Or is a separate Warranty bond in the amount of 10% required?

**Answer: The County will provide the awarded Design-Build Firm with a construction bond form for execution in accordance with Florida Statute 255.05. A separate warranty bond is to be provided to the County in accordance with the Design-Build Contract. See Revision/Clarification #5 for sample documents.**

12. Please clarify the following information if it is not provided in the Design-Build Contract Agreement requested above:

- a. What are the payment terms for this project?
- b. What is the retainage for this project?
- c. Please clarify the remedies for delays not caused by the Design-Builder and force majeure events.
- d. Please clarify the dispute resolution procedures for the County.
- e. What are the remedies for differing conditions?

**Answer: See Revision/Clarification #5 above.**

**SUBMITTAL DEADLINE FOR QUALIFICATIONS IS HEREBY CHANGED TO: THURSDAY, OCTOBER 17, 2024  
AT 4:00 PM EDT**

**END OF ADDENDUM NO. 1**



**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "O" (REVISED BY ADDENDUM #1)**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

**COST PROPOSAL FORM  
ST. JOHNS COUNTY, FLORIDA**

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

DATE SUBMITTED: \_\_\_\_\_

**COST PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name of Respondent

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Having become familiar with site conditions of the project, and having carefully examined the proposal requirements, including the Advertisement, Project Requirements, Design and Construction Criteria, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled RFQ NO: 1972; **DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Request for Qualifications Documents for the following dollar amount stated in this Cost Proposal summarized as follows:

**LUMP SUM COST PROPOSAL**

\$ \_\_\_\_\_

Lump Sum Cost Proposal (Written in Numerals)

\$ \_\_\_\_\_ /Dollars

Lump Sum Cost Proposal (Written in Words)

**ALLOWANCE 1:** Allowance for Materials Testing \$ 10,000.00

**ALLOWANCE 2:** Allowance for Permitting \$ 10,000.00

**TOTAL COST PROPOSAL:** Total amount calculated by adding the Lump Sum Cost Proposal, Allowance 1, and Allowance 2 amounts together to determine the Total Cost Proposal for completion of this Project.

\$ \_\_\_\_\_

Total Cost Proposal (Written in Numerals)

\$ \_\_\_\_\_ /Dollars

Total Cost Proposal (Written in Words)

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

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

If the Undersigned is notified of the acceptance of this Proposal by the Board within ninety (90) calendar days for the time set for the receipt of proposal, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that the Cost Proposal has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bond, certified or cashier's check in the amount of not less than five percent (5%) total Cost Proposal, payable to the Owner, accompanies this Cost Proposal; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Cost Proposal is not accepted within ninety (90) days of the time set for the submission of Cost Proposal, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Respondent within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

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

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

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

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

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

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

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)



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

**REQUEST FOR QUALIFICATIONS**

**RFQ NO: 1972**

**DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK -  
ARPA FUNDED**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
904-209-0150**

**[www.sjcfl.us/Purchasing/Index.aspx](http://www.sjcfl.us/Purchasing/Index.aspx)**

**FINAL: 08/09/2024**

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**TABLE OF CONTENTS**

- PART I: GENERAL TERMS AND CONDITIONS**
- PART II: SCOPE OF SERVICES**
- PART III: SUBMITTAL INSTRUCTIONS & FORMAT**
- PART IV: EVALUATION AND AWARD**
- PART V: CONTRACT REQUIREMENTS**
- PART VI: ATTACHMENTS**

**EXHIBITS (*SEPARATE DOCUMENTS*)**

- EXHIBIT A – Design Criteria Package Dated August 7, 2024**
- EXHIBIT B – Geotechnical Exploration Report Dated July 16, 2024**
- EXHIBIT C – Yard Piping Proposed Plan and Details Dated July 2024**
- EXHIBIT D – American Rescue Plan Act Of 2021 (ARPA) Required Contract Clauses**
- EXHIBIT E – Appendix II to Part 200, Dated August 7, 2024**



than three (3) business days during the solicitation process, questions or inquiries may be directed to Diana Fye, Senior Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

**E. LOBBYING PROHIBITION**

In accordance with Section 9 of the Policy, Respondents SHALL NOT contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

**F. NON-MANDATORY SITE VISIT MEETING**

A Non-Mandatory Site Visit Meeting will be held on **Wednesday, August 28, 2024, at 9:00 AM** at the Hastings Water Treatment Plant (WTP), 102 South Dancy Ave, FL 32145. Respondents are not required to attend the Site Visit, but it is strongly recommended by the County. Respondents and sub-contractors are encouraged to review the solicitation documents prior to the Site Visit Meeting in order to familiarize themselves with the solicitation requirements.

**G. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions or inquiries related to this RFQ, shall be directed in writing to the Designated Point of Contact as provided above, by or before four o'clock (**4:00 PM EDT**) on **Tuesday, September 3, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

**H. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the Submittal Deadline for Qualifications, the County will issue an Addendum.

Broadcast of RFQ	August 15, 2024
Deadline for Questions	September 3, 2024
Issuance of Final Addendum	September 12, 2024
Submittal Deadline for Qualifications	September 19, 2024
Evaluation Meeting	September 26, 2024
Presentation of Contract to SJC BOCC	November 5, 2024
Execution of Design-Build Contract and Bond	20 days from BOCC approval
Issue Notice to Proceed	10 days from Contract Execution
Substantial Completion	330 days from Notice to Proceed
Final Completion	30 days from Substantial Completion

**I. ADDENDA**

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFQ will be provided via Addendum, and posted to Demandstar ([www.demandstar.com](http://www.demandstar.com)) with the RFQ Documents. All planholders for this RFQ will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Proposal. Respondents may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Respondent to acquire any addenda issued by the County. The County is not responsible for a Respondent's failure to obtain any issued Addendum.

Respondents are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Proposal. Failure by the Respondents to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award.

Each Respondent shall acknowledge all issued Addenda in the submitted Qualifications by including **Attachment "R"** in the submitted proposal.

**J. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of the County.

**K. RIGHT TO REJECT/ACCEPT**

The County reserves the right to accept or reject any or all Qualifications, waive minor formalities and irregularities, and to award to the Respondent that serves the best interest of the County.

**L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All applicable terms and conditions of the St. Johns County Purchasing Policy ("Policy"), and associated procedures are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Respondent or Supplier that does not comply with the applicable requirements set forth in the Policy and associated procedures.

**M. SUB-CONTRACTORS**

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Respondent to submit any and all relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are an appropriately qualified and capable to perform the specified Services.

Prior to award of a contract, the County will notify the Respondent, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Respondent shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

#### **N. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

#### **O. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Design-Build Firm and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Agreement.
2. The County, Design-Build Firm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but the Design-Build Firm otherwise complied, shall promptly notify the Design-Build Firm, and the Design-Build Firm shall immediately terminate the contract with the subcontractor.
4. Design-Build Firm acknowledges that, in the event that the County terminates this Contract for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. The Design-Build Firm further acknowledges that the Design-Build Firm is liable for any additional costs



incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

**P. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body shall not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

**Q. PAYMENTWORKS REGISTRATION**

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system.

If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County cannot edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at [jchiarelli@sjcfl.us](mailto:jchiarelli@sjcfl.us) or Kayla Miller at [kmiller@sjcfl.us](mailto:kmiller@sjcfl.us).

**R. COMPLIANCE WITH FLORIDA STATUTE 287.138**

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Design-Build Firm access to personal identifiable information if: 1) the Design-Build Firm is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Design-Build Firm is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Design-Build Firm may access, receive, transmit, or maintain personal identifiable information under this Agreement, Design-Build Firm must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Design-Build Firm shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

**PART II: SCOPE OF WORK**

**A. PROJECT DESCRIPTION**

The scope of work for this project shall include the design, permitting, construction, and testing of one (1) circular, 65-foot inside diameter, 0.28 MG (nominal volume; 0.25 MG useable) wire wrapped pre-stressed concrete potable water storage tank with a galvanized steel diaphragm including vent(s), hatch, manway, guardrails, aluminum exterior ladder, FRP interior ladder, gravity ventilator, precast overflow(s), and other accessories as described herein. Install all piping, fittings, and appurtenances within the perimeter of the tank and extending to connect to the influent and effluent pipe connection points, as shown in the supplied

site layout. The scope of work also includes a wall core of the existing 100,000-gallon pre-stressed concrete GST and installation of a new 8" ductile iron fill pipe. Connection points and pipe elevations shall be field verified the Design-Build Firm. All Work will be done in accordance with the Design Criteria Package dated August 7, 2024 (**Exhibit A**).

**Estimated Budget: \$550,000**

### **PART III: SUBMITTAL INSTRUCTIONS & FORMAT**

#### **A. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting Qualifications in response to this RFQ. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Qualifications received in response to this RFQ shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

By submitting Qualifications, in response to this RFQ, Respondent certifies that its representatives have carefully read and fully understand all instructions and requirements provided in this RFQ, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days from the Submittal Deadline.

Respondents are responsible for complying with all applicable provision of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

#### **B. MINIMUM QUALIFICATIONS**

The following are minimum qualification requirements that Respondents must meet in order to be considered responsible to perform the work specified in this RFQ. Respondents must submit sufficient documentation in their Qualifications, to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must qualify as a Design-Build Firm as defined by Florida Statute § 287.055(2)(h).
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)); and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award; and
4. Must provide written narrative that the Respondent shall have designed, constructed, and put into operation a minimum of five (5) wire and strand wrapped prestressed concrete tanks with domes roofs conforming to AWWA D110 with Type II core walls in the last five (5) years of a similar 0.25 MG nominal volume capacity or larger.

5. Must include a resume of a full-time professional engineer registered in the State of Florida, having no less than five (5) years of experience in the design and field construction of circular prestressed composite tanks.
6. Must include the resume of a Foreman supervising the placing of the shotcrete and shall have a minimum of five (5) years' experience as a nozzleman and be certified by the American Concrete Institute (ACI) as outlined in the ACI certification publication CP-60.
7. Must include the resume of a nozzleman demonstrating a minimum of five (5) years' experience and be certified by the American Concrete Institute (ACI) as outlined in the ACI certification publication CP-60.

**Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.**

**C. JOINT VENTURE**

In the event a Joint Venture submits Qualifications, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Qualifications, as stated herein, or as revised by Addendum. The documents included in the Joint Venture's Qualifications must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture's Qualifications must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

**D. TRADE SECRETS**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**E. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**F. PUBLIC RECORDS**

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.

2. In accordance with Florida law, to the extent that Design-Build Firm's performance under the awarded Contract constitutes an act on behalf of the County, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the County under the awarded Agreement, Design-Build Firm shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - ii. 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;
  - iii. Ensure that public records related to the awarded 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 the awarded Agreement and following completion of the awarded Agreement if the Design-Build Firm does not transfer the records to the County; and
  - iv. Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Design-Build Firm or keep and maintain public records required by the County to perform the Services.

If the Design-Build Firm transfers all public records to the County upon completion of the awarded Agreement, the Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Build Firm keeps and maintains public records upon completion of the awarded Agreement, the Design-Build Firm 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.

Failure by the Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

**IF THE DESIGN-BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, [PUBLICRECORDS@SJCFI.US](mailto:PUBLICRECORDS@SJCFI.US)**

#### **G. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondent must disclose any contractual or employment relationship with any County officer or employee, including elected official(s) in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

#### **H. QUALIFICATION SUBMITTAL INSTRUCTIONS:**

Respondent must submit **one (1) original hard-copy, and one (1) exact electronic PDF copy** of the Qualifications on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Respondent's package. The County is not responsible for any Qualifications that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. **The Qualifications must not exceed forty (40) pages in length**, which does not include the County issued attachments, table of contents, addenda, and section separators. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Qualifications must include, at a minimum, the following components, including any and all attachments specified herein, as listed below:

##### **Section 1: Qualifications Cover Page and Cover Letter**

Respondent shall complete and submit the Qualifications Cover Page, provided herein, and must also provide a 1-2 page cover letter, that must include, but is not limited to the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services;
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

## **Delegation of Authority**

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

## **Section 2: Company, Staff & Team Qualifications**

Respondent must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded. The required documentation shall include, at a minimum:

**Key Personnel** – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project. **As part of the minimum requirements, respondent to provide the following:**

- **Resume of a full-time professional engineer registered in the State of Florida, having no less than five (5) years of experience in the design and field construction of circular prestressed composite tanks.**
- **Resume of a Foreman supervising the placing of the shotcrete and shall have a minimum of five (5) years' experience as a nozzleman.**
- **Resume of a nozzleman demonstrating a minimum of five (5) years' experience.**

**Licenses/Certifications** – Provide any and all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services. **As part of the minimum requirements, respondent to provide American Concrete Institute (ACI) Certification of Shotcrete Nozzleman (CP-60) for both the supervising Foreman and Nozzleman listed as Key Personnel.**

**List of Proposed Sub-Contractors** – Provide any and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment "H"**, and must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors, Respondent must state as such in the submitted Qualifications.

**Project Org Chart** – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

**Qualification Certification** – Complete and submit **Attachment "A"** provided herein.

**Claims, Liens, Litigation History** – Complete and submit **Attachment "B"** provided herein.

**Certificates of Insurance** – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent's ability to obtain the required coverages upon award.

**Bonding Capability** – Submit a Letter of Bonding Capability and Capacity from the Respondent’s Surety (not the agent) demonstrating the level of bonding capability/capacity held by the Respondent. Surety must be licensed to do business in Florida, have been in business and have a successful continuous operations for at least three (3) years. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders. Surety must have fulfilled all of its obligations on all other bonds given to the Owner. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock, and sound investment and have an “A” rating or better.

### **Section 3: Related Experience**

**Respondent must provide written narrative that the Respondent shall have designed, constructed, and put into operation a minimum of five (5) wire and strand wrapped prestressed concrete tanks with domes roofs conforming to AWWA D110 with Type II core walls in the last five (5) years of a similar 0.25 MG nominal volume capacity or larger.** The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about Respondent’s performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

### **Section 4: Schedule for Completion**

Respondent shall submit a proposed critical path method (CPM) schedule for accomplishing the design (Scope 1) and construction (Scope 2) under the specified Project, as well as the means and methods to be used by the Respondent in order to accomplish **Substantial Completion of Scope 1 and Scope 2 within three hundred thirty (330) consecutive calendar days and Final Completion within thirty (30) days.** The Respondent must also sufficiently demonstrate the availability of personnel and proposed team (internal and external) to take on the design and the construction.

### **Section 5: Technical Proposal**

The Technical Proposal shall provide detailed information demonstrating the Respondent’s approach and methodology in performing all services required for the satisfactory completion of the specified project. Information that must be provided for in the Technical Proposal includes, but is not limited to the following:

1. **Scope 1 Approach** – Respondent shall submit a narrative detailing their proposed approach to performing the required services under Scope 1 –Design Services. Information shall include approach to review of opportunities for savings, efficiencies in the design for construction, and coordination planning of Scope 2.
2. **Scope 2 Approach** – Respondent shall submit a narrative detailing their proposed approach to satisfactorily completing the construction of the specified Project under Scope 2. Information shall include initial proposed approach for project management, subcontracting, procurement, safety, coordination, quality control/assurance, and other information necessary to properly demonstrate the Respondent’s intended approach to Scope 2.
3. Respondent shall submit a narrative detailing their proposed approach to developing and utilizing a risk registry, highlighting a minimum of five (5) major risk categories and how those risks should be addressed and how Respondent proposes the economic impacts of the risks should be shared. The narrative must also provide an explanation on how the Respondent would use the registry to set and control

contingency funds within the project.

**Section 6: DBE/SBE/MBE/WBE Plan**

If the Respondent is not a DBE/MBE/WBE firm, the Respondent shall provide information to sufficiently demonstrate the proposed use of DBE/SBE/MBE/WBE firms as part of the proposed project team and/or make good faith efforts to ensure that project opportunities are presented, with good faith efforts, to DBE/SBE/MBE/WBE firms for response and possible participation under the specific project.

**Section 7: Administrative Information**

Respondent must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section.

**I. SEALED COST PROPOSAL INSTRUCTIONS**

As part of their submittal for qualifications, the Respondent will submit a **SEPARATE SEALED ENVELOPED** marked "Cost Proposal" where the respondent will include **Attachment "O" - Cost Proposal Form** an all-inclusive Cost Proposal for design-build services (Scope 1 and 2) in accordance with the RFQ requirements, technical proposal, and qualifications received. Respondent will also include an executed bond using **Attachment "P"** within the sealed envelope.

**Cost Proposal Security**

Each submitted Cost Proposal must be accompanied by a Cost Proposal Security, submitted on the Cost Proposal Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Cost Proposal submitted on the Official County Cost Proposal Form, pledging that the Respondent will enter into a contract with the County on the terms stated in the RFQ and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Respondent refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Cost Proposal Security shall be forfeited, not as penalty, but as liquidated damages.

A Cost Proposal Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County.

A Cost Proposal Security in the form of a Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact, who shall execute the bond on behalf of the Surety shall affix to the bond, a certified and current copy of the Power of Attorney. The Surety Company shall meet all requirements as provided below. Any Respondent submitting a Bond (not a certified or cashier's check) must also submit **Attachment "Q" – Certificate as to Corporate Principal** within the sealed envelope.

The County shall have the right to retain the Cost Proposal Security until either (a) a Contract is executed and bonds, if required, have been furnished, or (b) the County has rejected all Cost Proposal, or (c) the period of time for which Cost Proposals are irrevocable has elapsed, so that Cost Proposal may be withdrawn.

If this Cost Proposal is not accepted within ninety (90) consecutive calendar days of the submittal deadline for Qualifications, or if the Undersigned delivers the executed Contract, all required documents and the required Bond, as provided in the RFQ Documents, the Security shall be returned to the Respondent within seven (7) business days of issuance of Notice to Proceed.

**Cost Proposal Bond Instructions**



A Cost Proposal Bond submitted, on the form provided herein, must be completed as follows:

- Type or Print Respondent's and Surety's names, mailing addresses, in the same language as in the RFQ Documents;
- Have authorized representatives of the Respondent and Surety/Surety's Agent sign in the designated spaces;
- Attach a copy of Surety agent's Power of Attorney with an original signature of the Secretary or Assistant Secretary of Surety certifying the copy, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, provide book and page number.
- Submit one (1) original as prescribed herein.

### **Surety Requirements**

Any Surety issuing a Bond to the County, must meet the following requirements:

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;
- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

### **Taxes**

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which Respondent is required to pay, must be included in the submitted Cost Proposal.

## **PART IV: EVALUATION AND AWARD**

### **A. DETERMINATION OF RESPONSIVENESS**

The SJC Purchasing Department shall review each submitted Qualifications for responsiveness to the requirements provided herein, and responsibility to perform the work. Any Qualifications that is materially non-responsive to the requirements of this RFQ, or does not materially demonstrate Respondent's responsibility, shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

### **B. EVALUATION OF QUALIFICATIONS**

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than three (3) representatives, as determined by the SJC Purchasing Department. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of Respondent, including past performance (experience) with the County, or other agencies, prior

to recommending approval of award to the St. Johns County Board of County Commissioners.

**C. EVALUATION CRITERIA AND SCORING**

The intent of this RFQ is to Qualify Respondents based on the Respondent’s submitted Qualifications using the evaluation criteria below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
<u>First Stage</u>	
1. Company, Staff & Team Qualifications	20
2. Related Experience	30
3. Schedule for Completion	20
4. Technical Proposal	30
<b>Total Points Possible per Evaluator:</b>	<b>100</b>

The County intends to consider only those firms who have received a minimum of **seventy percent (70%) of the total available points scored by all available evaluators** for the opening of the sealed Cost Proposal. Firms that receive less than 70% of the total available points scored by all available evaluators will not be considered for an award, and sealed Cost Proposals will remain unopened.

**D. NEGOTIATIONS & AWARD**

The County intends to select the lowest cost technically acceptable proposal based upon the design-build firms who received a minimum of seventy percent (70%) of the total available points scored by all available evaluators during the evaluation of submitted qualifications. A Notice of Intent will be issued, expressing the County’s intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose. It is the intent of the County to enter into negotiations with the Respondent with the lowest Cost Proposal, provided no documentable justification is provided that would prohibit the County from proceeding with the Respondent. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be presented to the Board of County Commissioners for approval to execute. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the Respondent and shall initiate negotiations with the next Respondent with the successively lowest Cost Proposal with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent Respondent in the rankings does not serve the best interest of the County.

The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted Qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications package best serves the interest of the County.

**E. PROTEST PROCEDURES**

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

**PART V: CONTRACT REQUIREMENTS**

#### **A. CONTRACT AGREEMENT & TERM**

The County intends to negotiate and execute a Design-Build Contract, on a form provided by the County, for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

In the event a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFQ, it is expressly understood that the County's preference/selection of any Respondent or submitted Qualifications does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Respondent, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or otherwise modify one or more components of the selected Respondent's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFQ.

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) to subsequently solicit proposals and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

#### **B. PERFORMANCE**

At any point in time during the term of the Contract with the awarded Design-Build Firm, County Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that the awarded Design-Build Firm no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

#### **C. TERMINATION**

Failure on the part of the awarded Design-Build Firm to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Design-Build Firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded Design-Build Firm fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

#### **D. FORCE MAJEURE**

If awarded a Contract on the basis of the submitted Qualifications and any subsequent proposals, the awarded Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Design-Build Firm and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

#### **E. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Design-Build Firm to perform all work in accordance any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

This includes comply with all applicable manuals and standards. The tank and foundation shall be designed and constructed in accordance with the latest applicable standards by ASTM, ACI, AWWA, US ACOE, Florida Building Code, OSHA, CRSI, and 62-555 F.A.C. All site, civil, and utility work shall be in accordance with the St. Johns County Utility Department Water, Wastewater, and Reuse Design Standards and Specifications (<http://www.sicfl.us/Utilities/DevelopmentGroup2023.aspx>) and all applicable environmental protection laws and regulations for the construction operations under this Contract. Latest applicable standard is defined as the edition in place at the date of advertisement of this RFQ. It shall be the Design-Build team's responsibility to acquire and utilize the necessary manuals and standards that apply to the work required to complete this project whether listed herein or not. The services will include preparation of all documents necessary to complete the project as described herein and in supporting documentation.

#### **F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT**

The awarded Design-Build Firm warrants that the product/s or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The awarded Design-Build Firm further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the awarded Design-Build Firm. All Personal Protective Equipment used by the awarded Design-Build Firm, their employees, as well as personnel supplied by any sub consultants and subcontractors shall be ANSI certified and meet OSHA standards.

#### **G. LICENSES, PERMITS, FEES**

The awarded Design-Build Firm shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the Services described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the awarded Design-Build Firm.

#### **H. INSURANCE REQUIREMENTS**

The awarded Design-Build Firm shall not commence work under the awarded Contract until Design-Build Firm provides proof of 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 awarded Design-Build Firm shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the awarded Design-Build Firm has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the awarded Design-Build Firm of

its liability and obligations under the awarded Contract.

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

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

The awarded Design-Build Firm shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The awarded Design-Build Firm shall maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the awarded Design-Build Firm from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the awarded Design-Build Firm or by anyone directly or indirectly employed by the awarded Design-Build Firm.

The awarded Design-Build Firm shall maintain during the life of the awarded Contract, 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 awarded Design-Build Firm shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

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

#### **I. INDEMNIFICATION**

Design-Build Firm shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of awarded Design-Build Firm or other persons employed or utilized by awarded Design-Build Firm in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Design-Build Firm further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Design-Build Firm and persons employed or utilized by awarded Design-Build Firm in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the

“persons employed or utilized by awarded Design-Build Firm” shall be construed to include, but not be limited to, Design-Build Firm, its staff, employees, sub-contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Design-Build Firm.

This indemnification will not be valid in the instance where the loss is caused by the negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

**J. TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

Design-Build Firm will ensure that Design-Build Firm employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry’s “Focus Four” established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocuting Hazards.

**K. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS**

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS)) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Design-Build Firm performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**L. TEMPORARY TRAFFIC CONTROL (TTC) / MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

The Design-Build Firm must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employee when performing right-of-way work while under contract with St. Johns County. Design-Build Firm employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

**M. PAYMENT AND PERFORMANCE BONDS**

Design-Build Firm shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder (including the costs of design and non-construction services), and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Design-Build Firm until Design-Build Firm has provided the County a certified copy of the recorded bond.

**N. WARRANTY BOND**

As a condition to the release of Payment and Performance Bonds provided by Design-Build Firm pursuant to Section 12.10 above, Design-Build Firm shall furnish a Warranty Bond in the amount of ten percent (10%) of the Contract Price, guaranteeing the faithful performance of its obligations under the Contract Documents after Final Completion, including payment of claims by Subcontractors. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida and shall remain in effect until the expiration of Design-Build Firm's warranty obligations hereunder, not to exceed one (1) year from the scheduled date of Final Completion or until County elects in writing to release such Warranty Bond, whichever occurs first.

**O. TANK WARRANTY**

The tank manufacturer shall warranty the tank structure against any defective materials or workmanship for a period of five (5) years from the date of tank acceptance. If any materials or workmanship, including the coating system, prove to be defective within that period they shall be replaced or repaired by the tank manufacturer at no additional cost to the OWNER.

If any leakage or other defects appear within the warranty period, the tank manufacturer shall promptly repair the tank at its own expense upon written notification by the Owner that such defects have been found. This warranty shall not apply to any accessory, equipment or other product that is not a structural part of the tank or manufactured by a company other than the tank company. Leakage is defined as a stream flow of liquid appearing on the exterior of the tank, the source of which is from inside the tank.

The Design-Build team shall warranty all other work for a period of one (1) year from the date of acceptance. If any materials or workmanship prove to be defective within that period, they shall be replaced or repaired by the tank manufacturer at no additional cost to the OWNER.

**P. COMPLETION TIME AND LIQUIDATED DAMAGES**

The Design-Build Firm shall be responsible for meeting any and all completion times as provided in the Contract Documents, as negotiated and agreed to by both parties.

Design-Build Firm shall be required to substantially complete the project (Scope 1 and 2) within **three hundred thirty (330)** calendar days from execution of the Design-Build Contract with an additional **thirty (30)** consecutive calendar days to reach Final Completion. The Design-Build Firm and the County shall work collaboratively to determine and define "Final Completion", but it shall mean, at a minimum, the operation of the new Ground Storage Tank at the capacity specified in the Contract Documents.

In the event the Design-Build Firm fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Design-Build Firm or to be paid as a debt due as determined by the following FDOT Standard Specifications for Road and Bridge Construction FY 2023-24 schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because the Design-Build Firm failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Design-Build Firm obligation to complete the Work.

Should Design-Build Firm fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until the completion of Work to withhold Liquidated Damages from the Design-Build Firm progress payments.

**Q. OWNER DIRECT PURCHASES**

The County reserves the right to purchase equipment, materials, and/or supplies directly in order to achieve sales tax savings where such equipment, materials and/or supplies are included in the cost of a construction project in accordance with Florida Statute 212.08 (6).

**R. EARLY WORKS**

Design-Build firm shall work with the County to identify scope items for the development of Early Works Packages for site clearing/grubbing, access, utilities, ordering of necessary materials, etc. Upon mutual agreement of the scope of the early works, the authorization for the Design-Build Firm to perform any approved early works will be at the sole discretion of the County. Early works to be performed during Scope 1 –Design Services.



#### **S. FEDERALLY FUNDED PROJECTS**

The project is funded by multiple federal financial assistance programs. The Design-Build firm agrees to comply with all applicable federal and state laws, regulations, executive orders, and agency/grant-specific requirements. This includes, but is not limited to, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), **Exhibit “D”** American Rescue Plan Act Of 2021 (ARPA) Required Contract Clauses, and **Exhibit “E”** Appendix II to Part 200, Title 2, as of August 7, 2024. In the event of a conflict between these requirements, the Contractor is required to adhere to the most stringent requirement.

#### **T. BYRD ANTI-LOBBYING AMENDMENT**

Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **U. DISADVANTAGED, SMALL, MINORITY, AND WOMEN OWNED BUSINESS ENTERPRISES**

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Respondent is not a DBE/MBE/WBE firm the Design-Build Firm entering into an agreement for this project must meet the following criteria:

- Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors OR
- If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

#### **PART VI: – ATTACHMENTS**

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY, FL  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

**DATE OF SUBMITTAL:** \_\_\_\_\_

**FULL LEGAL NAME OF RESPONDENT:** \_\_\_\_\_

**RESPONDENT FEIN #:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT NAME & TITLE:** \_\_\_\_\_

**POC EMAIL ADDRESS:** \_\_\_\_\_

**POC PHONE NUMBER:** \_\_\_\_\_

**PAYMENTWORKS REGISTRATION (SEE PART I – GENERAL TERMS AND CONDITIONS – SUBSECTION Q):**

**Authorized POC:** \_\_\_\_\_ **Email Address for POC:** \_\_\_\_\_  
(Name typed or printed)

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

**ATTACHMENT "A"**  
**QUALIFICATION CERTIFICATION**

The Undersigned presents this submitted Qualifications to be considered as a **Qualified Design-Build Firm** to perform Design-Build services for design, permitting, construction, and testing of one (1) circular, 65-foot inside diameter, 0.28 MG (nominal volume; 0.25 MG useable) wire wrapped pre-stressed concrete potable water storage tank.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

\_\_\_\_\_  
(Respondent Firm)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "B"**  
**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration  
Amount at issue  
Name (s) of the attorneys representing all parties:  
Amount actually recovered, if any  
Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

---

---

---

---

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, on separate sheet(s) explain in detail.

**ATTACHMENT "C"**  
**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_ (Respondent) being of lawful age and being duly sworn I, \_\_\_\_\_ (Affiant) as \_\_\_\_\_ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "D"  
AFFIDAVIT

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

At the time the Qualifications is submitted, it shall include this sworn statement from the Respondent. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

The undersigned authority, \_\_\_\_\_ (Affiant) who, being duly sworn, deposes and says he/she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED.

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

\_\_\_\_\_  
(Respondent Firm)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "E"**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ) Number/Description: **RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED.**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Respondent's, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Respondent's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

ATTACHMENT "F"  
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

**ATTACHMENT "G"**  
**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ ("Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ ("Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of **RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED** ("Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "H"**  
**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

<b>Company Name</b>	<b>Services to be Performed</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>	<b>Percentage (%) of Total Services</b>

**ATTACHMENT "I"**  
**EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of Qualifications:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED

ATTACHMENT "J"

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

I, \_\_\_\_\_ ("Affiant"), being duly authorized by and on behalf of \_\_\_\_\_  
\_\_\_\_\_ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: \_\_\_\_\_  
\_\_\_\_\_
2. I am duly authorized as \_\_\_\_\_ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

\_\_\_\_\_  
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Affiant, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**ATTACHMENT "K"**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualifications issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualifications or in return for execution of a contract for performance or provision of services for which Qualifications are herein sought.

Handwritten Signature of Authorized Principal(s) of Respondent:

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL LEGAL NAME OF RESPONDENT:

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

ATTACHMENT "L"

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Primary Covered Transactions**

The Respondent certifies that the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Respondent must be registered with [www.SAM.gov](http://www.SAM.gov) with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Request for Qualifications, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF RESPONDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT "M"

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each Qualification or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FULL LEGAL NAME OF RESPONDENT: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT "N"

ST. JOHNS COUNTY

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature of Respondent's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "O"**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

**COST PROPOSAL FORM  
ST. JOHNS COUNTY, FLORIDA**

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

DATE SUBMITTED: \_\_\_\_\_

**COST PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name of Respondent

\_\_\_\_\_  
Mailing Address Telephone Number Fax Number

Having become familiar with site conditions of the project, and having carefully examined the proposal requirements, including the Advertisement, Project Requirements, Design and Construction Criteria, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled RFQ NO: **1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Request for Qualifications Documents for the following dollar amount stated in this Cost Proposal summarized as follows:

**LUMP SUM COST PROPOSAL**

\$ \_\_\_\_\_  
Lump Sum Cost Proposal (Written in Numerals)

\$ \_\_\_\_\_ /Dollars  
Lump Sum Cost Proposal (Written in Words)

**ALLOWANCE 1:** Allowance for Materials Testing \$ 10,000.00

**ALLOWANCE 2:** Allowance for Permitting \$ 5,000.00

**TOTAL COST PROPOSAL:** Total amount calculated by adding the Lump Sum Cost Proposal, Allowance 1, and Allowance 2 amounts together to determine the Total Cost Proposal for completion of this Project.

\$ \_\_\_\_\_  
Total Cost Proposal (Written in Numerals)

\$ \_\_\_\_\_ /Dollars  
Total Cost Proposal (Written in Words)

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

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

If the Undersigned is notified of the acceptance of this Proposal by the Board within ninety (90) calendar days for the time set for the receipt of proposal, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that the Cost Proposal has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bond, certified or cashier's check in the amount of not less than five percent (5%) total Cost Proposal, payable to the Owner, accompanies this Cost Proposal; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Cost Proposal is not accepted within ninety (90) days of the time set for the submission of Cost Proposal, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Respondent within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

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

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

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

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

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

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

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

ATTACHMENT "P"

BOND

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ (Full Legal Name of Respondent) as Principal, at \_\_\_\_\_ (Address) and \_\_\_\_\_ as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Total Cost Proposal, or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States.

WHEREAS, the Principal has submitted a Cost Proposal for **RFQ No: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED** dated \_\_\_\_\_, 20\_\_:

- (a) If the Principal shall not withdraw said Cost Proposal within ninety (90) days of the opening by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the RFQ Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
  
- (b) In the event of the withdrawal of said Cost Proposal within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Cost Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Cost Proposal including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**PRINCIPAL:**

WITNESSES:

---

---

---

\_\_\_\_\_  
Full Legal Name of Principal

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name & Title of Signing Officer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address of Signing Officer

**SURETY:**

\_\_\_\_\_  
Full Legal Name of Surety

\_\_\_\_\_  
Signature of Authorized Surety Agent

\_\_\_\_\_  
Mailing Address of Local Agency

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address of Surety Agent

\_\_\_\_\_  
Attorney-In-Fact Signature

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "Q"**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

(Include in a Separate Sealed Envelope as part of the Cost Proposal)

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing; that \_\_\_\_\_ (Authorized Representative of Respondent) who signed the Bond(s) on behalf of the Respondent, was then \_\_\_\_\_ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Full Legal Name of Respondent

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of  physical presence or  online notarization, \_\_\_\_\_ (Authorized Representative of Respondent) states that he/she is authorized to execute the foregoing Cost Proposal Bond on behalf of the Respondent named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Authorized Representative of Respondent, who is personally known to me or has produced \_\_\_\_\_ as identification. Type and Number of I.D. produced: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**RFQ NO: 1972; DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED**

**ATTACHMENT "R"**

**ACKNOWLEDGEMENT OF ADDENDA**

Respondent hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFQ Documents. By acknowledging the Addenda listed below, Respondent hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Respondent's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Respondent being deemed non-responsive to the requirements of the RFQ, and removed from further consideration.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF OFFEROR'S AGENT</b>	<b>TITLE OF OFFEROR'S AGENT</b>	<b>SIGNATURE OF OFFEROR'S AGENT</b>

Cut along the outer border and affix this label  
to your sealed proposal envelope to identify it as a  
"Sealed RFQ"

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	<b>1972</b>
RFQ TITLE:	<b>DESIGN-BUILD SERVICES FOR HASTINGS GROUND STORAGE TANK - ARPA FUNDED.</b>
DUE DATE/TIME:	<b>By 4:00 PM EDT– September 19, 2024</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT