

RESOLUTION NO. 2011 - 125

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 11-23 AND TO EXECUTE AN AGREEMENT FOR THE SUPPLY OF POLYMER TO SJC UTILITY DEPARTMENT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Fort Bend Services, Inc. to provide services for the supply of polymer to the SJC Utility Department and;

**WHEREAS**, the scope of the project shall consist of supplying the SJC Utility Department with the jar tested and approved polymer (Cationic Polyacrylamide) on an as needed basis and all required labor included in the delivery and transportation of the chemical as well as related services for delivery, clean up of spills and sampling; and

**WHEREAS**, through the County's formal bid process, Fort Bend Services, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the project was budgeted for and is being funded by the SJC Utility Department; and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ No. 11-23 to Fort Bend Services, Inc. ("Fort Bend").

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Fort Bend on behalf of the County for the supply of polymer to the SJC Utility Department as specifically provided in RFQ No 11-23.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of May, 2011.

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

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

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 5/18/11



MASTER CONTINUING CONTRACT
RFQ No: 11-23; Supply of Polymer

Approval (initial & date)
Prepared By:
Approved By:

This Contract Agreement is made as of this \_\_\_ day of \_\_\_, 2011, by and between the St. Johns County Florida, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the COUNTY, and Fort Bend Services, Inc, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose address is 13303 Red Fish Lane, Stafford, Texas 77477, and whose Phone: (281) 261-5199 and Fax: (281) 261-2295.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The Contractor's responsibility under this Contract is to provide the supply of polymer to the SJC Utility Department in accordance with the RFQ No: 11-23 Contact Documents which include the RFQ Documents and Forms, Addenda, Specifications, all Field Orders and Change Orders and other amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth for supplying polymer on an as needed basis.

Services of the CONTRACTOR shall be under the general direction of David Parker, Wastewater Superintendent, or an authorized St. Johns County designee, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONTRACTOR shall approve the work schedule prior to any services being performed under this Contract. All testing and reports shall coincide with agency requirements.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, an annual amount not to exceed eighty eight thousand seven hundred forty dollars (\$88,740.00) as follows: The CONTRACTOR shall bill the COUNTY, at the end of each month, for work performed at the unit price amount of one dollar twenty nine cents per pound (\$1.29/lb) as set forth on the Pricing Proposal form submitted by the Contractor. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work.
B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
C. FINAL INVOICE: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, or condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services noted in this Contract shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

**ARTICLE 10 - INSURANCE**

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for COUNTY review and approval prior to the execution of this Contract. The Certificates shall provide for the following:
  - The COUNTY will be named as additional insured on all the General Liability, Auto Liability and Excess/Umbrella Liability policies.
  - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
  - The COUNTY Bid No. and Project Name will be stated on the certificate.
- C. Insurance Requirements
  - 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
  - 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
    - i. Premises/operations
    - ii. Products/complete operations
    - iii. Contractual liability
    - iv. Independent contractors
  - 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
    - i. Owned autos
    - ii. Hired autos
    - iii. Non-owed autos

**Special Requirements**

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
  - i. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.**
  - ii. **Shall note RFQ No. 11-23; Supply of Polymer on the Certificate**
  - iii. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

**ARTICLE 11 - INDEMNIFICATION**

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

**ARTICLE 13 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR may undertake and request an opinion from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY ADMINISTRATOR, or designee, agrees to notify the CONTRACTOR of the opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR, of the original notification of conflict of interest. If, in the opinion of the COUNTY ADMINISTRATOR, or designee, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY ADMINISTRATOR, or designee, shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

**ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, all written and oral 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, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the

power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

**ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

**ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

**ARTICLE 23 - DURATION AND EXTENSION**

This Contract shall be in effect for an initial one (1) year period and may be renewed for up to a maximum of three (3) one (1) year renewal periods contingent upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.



## ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order or task order.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes to a task in progress, or a contract change order, if the original contract is to be changed or amended the CONTRACTOR shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

## ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFQ Documents/Specifications and Addendum #1, except for modifications issued after execution of this Contract, will be enumerated in each document.

## ARTICLE 29 - FLORIDA LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

## ARTICLE 30 - ARBITRATION

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

## ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Joe Burch, Purchasing Director**  
 2446 Dobbs Road  
 St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Fort Bend Services, Inc.  
**Attn: Mr. David James, Sales Manager**  
 13303 Redfish Lane  
 Stafford, TX 77477

**ARTICLE 32 - HEADINGS**

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

**ARTICLE 33 – ACCESS TO RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

**ARTICLE 34 – NO THIRD PARTY BENEFICIARIES**

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 35 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR 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.

**ARTICLE 36 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

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**ST. JOHNS COUNTY, FL**

**CONTRACTOR**

BY: \_\_\_\_\_  
Joe Burch, SJC Purchasing Director

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Contractor Representative Signature

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
*[Signature]*  
Deputy County Attorney  
Asst.

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

\_\_\_\_\_  
*4/19/11*  
Date of Execution

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

**WITNESS:**

**CHERYL STRICKLAND,  
CLERK OF COURT:**

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Deputy Clerk

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

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

**EXHIBIT "A"****RFQ NO.: 11-23; Supply of Polymer****BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with Unit Price submitted with the Pricing Proposal Form as shown in Exhibit "A-1". All fees shown in the Unit Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Unit Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

**EXHIBIT "A-1 "**

**Unit Price Schedule**

**RFQ No: 11-23; Supply of Polymer**

**Unit Price per lb for 55gal Drum: \$1.29/lb**

**Unit Price per lb for 300gal Tote: \$1.29/lb**

JB

**EXHIBIT "B"**

**RFQ NO: 11-23; Supply of Polymer**

**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

***Initial Contract*** – Shall become effective on the date of execution by the County, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed for up to three (3), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by both parties, the availability of funds and the continued need of the Owner for services.