

RESOLUTION NO. 2013 - 280

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE A CONTRACT FOR WEST AUGUSTINE PARK FIELD LIGHTING

RECITALS

WHEREAS, the County desires to enter into a contract with Musco Lighting to provide lighting for the West Augustine Park fields; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the lighting of the fields; and

WHEREAS, through the County's piggybacking off the Clay County RFP #08/09-3, Musco Lighting is selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded through West Augustine Park Field Lighting (1146-56301, 1201-56301 & 0080-56301) and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized purchase lighting for West Augustine Park fields.

Section 3. The County Administrator, or designee, is further authorized to execute Contract on behalf of the County for the purchase of lighting for the West Augustine Park Field Lighting.

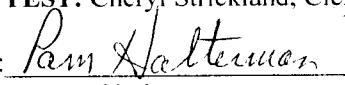
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of December, 2013.

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

By: 
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/19/13

CONTRACT AGREEMENT

(Revised 11/25/13)

For: West Augustine Park Field Lighting

THIS Contract Agreement is made as of this ____ day of _____, 20____ between **ST. JOHNS COUNTY** ("Owner"), a political subdivision of the State of Florida, with mailing address: 500 San Sebastian View, St. Augustine, FL 32084, and Musco Lighting ("Contractor"), with mailing address: 2107 Stewart Rd., Muscatine, Iowa 5276 hereinafter referred to as the "Contractor" whose Phone: (352) 665-0578 and Fax: (866) 930-6190.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. **Duration.** The duration of this Contract Agreement runs from the date upon which the last party executes this Contract Agreement ("Effective Date"), through and until Midnight EST March 31, 2014 after the Effective Date.
2. **Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide the following ("Services"): Lighting System as described in attached quote (Attachment B)
3. **Contract Documents.** The term "Contract Documents" means and includes the following:
 - (1) CONTRACT AGREEMENT
 - (2) STANDARD ST. JOHNS COUNTY INSURANCE REQUIREMENTS
 - (3) MUSCO LIGHTING PROPOSAL dated DECEMBER 4, 2013 (see ATTACHMENT B)

All documents identified above are hereby incorporated into and made part of this Agreement.

4. **Commencement of Services.** Contractor shall commence the Services upon notification by the Owner and services shall be performed in accordance with a timeline shown above. Authorization for any additional services beyond the Scope of Services provided herein shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
5. **Compensation.** Contract Value: Lump Sum of Three Hundred and Thirty Thousand Dollars & 00/Cents (\$330,000.00)

All pricing shall remain firm for the duration of this Contract Agreement.

6. **Permits and Licenses.** To the extent that the Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
7. **Independent Contractor Status.** The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor's employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind (legally or equitably), in any manner whatsoever the Owner in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.

8. **Amendments to this Contract Agreement.** Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.
9. **Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Act (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
10. **Review of Records.** As a conditions of entering into this Contract Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the Owner to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related to this Contract Agreement, or otherwise governed by Local, State, or Federal law.

11. Public Records

- a. 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.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.
- 12. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
- 13. **Termination.** This Contract Agreement may be terminated with or without cause, by the Owner, upon twenty-four (24) hours prior written notice to the Contractor.
- 14. **Governing Law and Venue.** This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.
- 15. **Indemnity.** To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner from, and against, any, and all claims, liabilities and reasonable expenses associated with or growing from any act or omission on the part of the CONTACTOR, its agents, employees and/or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.
- 16. **Insurance.** Contractor, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the Duration of this Contract Agreement (see Attachment A).
- 17. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract Agreement, **three (3) copies** of which shall be deemed an original on the date first above written.

Owner
St. Johns County
 (Typed Name)

Contractor
 _____ (Seal)
 (Typed Name)

By: _____
 Signature

By: _____
 Authorized Representative Signature

Dawn Cardenas, Purchasing Manager
 Printed Name & Title

 Printed Name & Title

 Date of Execution

 Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____ (Seal)
Deputy Clerk

Date of Execution

Legally Sufficient:

By: _____
Senior Assistant County Attorney

Date of Execution

Attachment "A"

INSURANCE REQUIREMENTS

A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

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

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



**West Augustine Park Little League
Saint Augustine, Florida
Date: December 4, 2013
To: Wil Smith, St Johns County**

Quotation Price – Materials Only

Musco's Light Structure Green™ lighting system as described below and delivered to the job site \$ 330,000

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles for infield and 30 footcandles for outfield Little League fields and 30 footcandles for Football for 25 years
- Two (2) group re-lamps at the end of the lamps' rated life, 5000 hours, based on 500 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase

Field Description	Quantity	Pricing Per Clay County		Extended Price
(Sect I) Little League 200' - LSG	2	\$79,740.00		\$159,480.00
(Sect I) Little League 235' - LSG	1	\$86,187.00		\$86,187.00
(Sect I) Little League 300' - LSG	1	\$117,435.00		\$117,435.00
(Sect I) Football - LSG	1	\$90,412.00		\$90,412.00
Deducts: Design Parameters				-\$123,514.00
Total				\$330,000.00

Sales tax, labor, and unloading of the equipment is not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Payment Terms & Delivery Timing

- Payment terms as agreed upon between Musco credit department and customer.
- Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Field size of 200' x 200' x 200' for LL Field #1 & Field #2, 225' x 225' x 225' for LL 225, 300' x 300' x 300' for LL 300 SR and 360' x 160' for Football
- Structural code and wind speed = FBC, 2010, 130MPH ult
- Confirmation of pole locations and voltage/phasing prior to production
- Musco design file # 153537A, dated 02-May-13

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Danny Sheldon
North Florida Sales Representative
Musco Sports Lighting, LLC
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E-mail: danny.sheldon@musco.com
Fax: 866/930-6190