

RESOLUTION NO. 2014 - 77

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR THE INSTALLATION AND COMPLETION OF A LIGHTING PACKAGE, WEST AUGUSTINE PARK.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with M. Gay Constructors, Inc. to provide services for Field Lighting, St. Johns County West Augustine Park; and

**WHEREAS**, the scope of the project shall consist of labor and materials to install a field lighting system; and

**WHEREAS**, through the County's Request for Approval process, M. Gay Constructors, 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 is being funded as part of St. Johns County Field Lighting package, West Augustine Park; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract, which are attached hereto and 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:**

**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 a Lump Sum Standard Agreement Between Owner and Contractor to M. Gay Constructors, Inc.

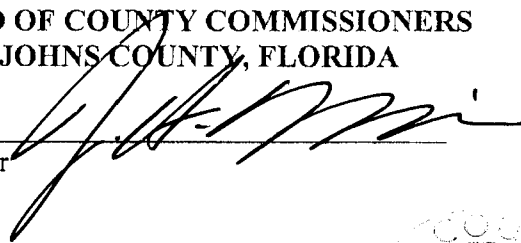
**Section 3.** The County Administrator, or designee, is further authorized to execute the attached Contract with M. Gay Constructors on behalf of the County for the installation of the Musco lighting package as specifically provided in M. Gay Constructors, Inc. Proposal dated May 26, 2011.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of March, 2014.

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

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



**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterma  
Deputy Clerk



**RENDITION DATE** 3/20/14

## CONTRACT AGREEMENT

For: Installation of Lighting at West Augustine Park

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 **M Gay Constructors, Inc.** (Contractor), with mailing address: PO Box 26249, Jacksonville, FL 32226 whose telephone number is (904)714-4001 and whose fax number is (904) 714-4007.

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 midnight Eastern Standard Time seventy-five (75) consecutive calendar days from the Effective Date as shown above.
2. **Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide the following (Services) as outlined in the Pricing Proposal, 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) PRICING PROPOSAL

All documents identified above are hereby incorporated into and made part of this Contract Agreement. Documents not identified in this paragraph are not Contract Documents and do not form part of this Contract Agreement.

4. **Entire Agreement.** The Contract Documents, together with the Contractor's Public Construction Bond (if applicable) for the Services, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Services. Specifically, and without limitation, this Contract Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.
5. **Commencement of Services.** Contractor shall commence the Services upon notification by the Owner, and the Services shall be performed within the time set forth in paragraph 1 of this Contract Agreement. 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.
6. **Compensation.** The maximum amount available as compensation to Contractor under this Contract Agreement is \$ One Hundred Ten Thousand Five Hundred Fifty 00/00 (\$110,550.00). Compensation shall be made in a lump sum payment upon completion and acceptance of all work. All pricing shall remain firm for the duration of this Contract Agreement.
7. **Permits and Licenses.** The Contractor shall be responsible for obtaining and maintaining any permits, certifications, and licenses required by federal, state, or local law to perform the Services at the Contractor's sole expense.

8. **Independent Contractor Status.** The Contractor is an independent contractor with respect to the Services performed under this Contract Agreement and is 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 authority to bind the Owner in any manner whatsoever in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.

9. **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 amendment to 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 the Owner and the Contractor.

9. **Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, or any other 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 condition of entering into this Contract Agreement, and to ensure compliance with its terms, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the Owner to examine, review, inspect, and audit the books and records in order to determine whether compliance has been achieved with respect to the terms of this Contract Agreement. 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, 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, 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 Contact Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative 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 Contractor and its agents, employees, or representatives in connection with its performance of, or its failure to perform, the Services 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 (See Attachment A at the end of this agreement) for the duration of this Contract Agreement.
17. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

[The remainder of this page is intentionally blank.]

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

**Contractor**  
\_\_\_\_\_  
(Seal)

(Typed Name)

(Typed Name)

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

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

\_\_\_\_\_  
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: \_\_\_\_\_  
Assistant County Attorney

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

## Attachment A

### INSURANCE REQUIREMENTS

#### Insurance

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

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.

Attachment B  
PRICING PROPOSAL

**M. Gay**

CONSTRUCTORS, INC.

Electrical & Sports Lighting

May 26, 2011

Attn: Wil Smith

RE: West Augustine Park Baseball Lighting

Dear Sir:

We are pleased to provide this proposal to install the sports lighting and electrical on the above referenced project. Our price includes all labor, material and equipment for a complete installation as detailed below:

SCOPE OF WORK

- Prices based on Clay County Bid No. 08/09-3

**Baseball Fields**

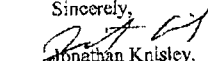
• Install 6 owner furnished 60' poles @ \$2500 each	\$ 15,000.00
• Install 8 owner furnished 70' poles @ \$3000 each	\$ 24,000.00
• Furnish and install 18 - #10 feeders @ \$4175 each	\$ 75,150.00
• Install 18 - 30A owner furnished contractors @ \$600 each	\$ 10,800.00
• 1 Dumpsters @ \$1200 each	\$ 1,200.00
• 1 Storage Container @ \$1200 each per month	\$ 1,200.00
• One time deduct for existing conduit	\$(16,800.00)

**Total \$110,550.00**

GENERAL NOTES

- Unload, assemble, and install owner furnished Musco sports lighting poles.
- Furnish and install wire to pole locations.
- Conduit for each pole location to be provided by others.
- Pole feeders will connect to existing HP1 and HP2 panels (furnished by others).
- Install and wire owner furnished Musco control cabinets.
- Access to pole locations to be provided by others.
- Pricing based on standard soils and drilling conditions.
- No repair of sod, sidewalks, asphalt, landscaping or utilities.
- No removal of drilling spoils.
- Surveyed Pole Locations and aiming points for each pole furnished by others.
- Site restoration will be by others.

Sincerely,

  
Jonathan Kristley,  
Estimator

EC-1098 • P.O. Box 26249 • Jacksonville, Florida 32226 • Tel. (904) 714-4001 • FAX (904) 714-4007