

RESOLUTION NO. 2015 - 118

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE TRANSFER OF FUNDS FROM THE AQUATICS PROGRAM DEPARTMENT TO THE RECREATION FACILITIES DEPARTMENT FOR THE PURCHASE OF FIELD LIGHTING AT WEST AUGUSTINE PARK AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT FOR THE INSTALLATION OF A FIELD LIGHTING PACKAGE AT WEST AUGUSTINE PARK.**

**RECITALS**

**WHEREAS**, St. Johns County (the County) has an obligation to provide field lighting at West Augustine Park; and

**WHEREAS**, the County purchased a field lighting package from Musco Sports Lighting, LLC, as a piggy-back through Clay County RFP 08-09-3; and

**WHEREAS**, in order to pay for the second phase of the field lighting package, it is necessary to transfer \$42,500 from the Aquatics Program Department to the Recreation Facilities Department; and

**WHEREAS**, through the County's Request for Approval process, M. Gay Constructors, Inc. was selected to enter into a contract with the County to perform the installation of the field lighting package; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract, 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:**

**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 Board authorizes the transfer of \$42,500 from the Aquatics Program Department to the Recreation Facilities Department for payment on the second phase of the field lighting project.

**Section 3.** The County Administrator, or his designee, is authorized to enter into a contract with M. Gay Constructors, Inc., in substantially the same form as the attached contract, to complete installation of a sports lighting package at West Augustine Park for an amount not to exceed \$60,500.00.

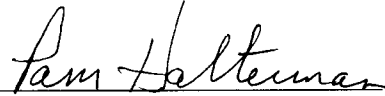
**Section 4.** To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5<sup>th</sup> day of May, 2015.

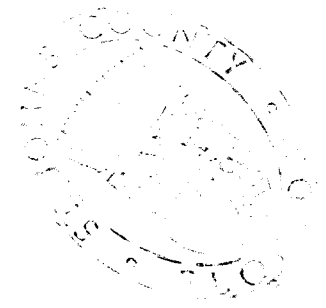
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:  \_\_\_\_\_  
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

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

**RENDITION DATE** 5/7/15



## CONTRACT AGREEMENT

### Misc. Contract, Installation of Lighting at West Augustine Park (2<sup>nd</sup> Phase)

THIS Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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: P.O. Box 26249, Jacksonville, FL 32226, hereinafter referred to as the "Contractor" whose Phone (904) 714-4001, Fax (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 and until twenty- one (21) consecutive calendar days from the date the Notice to Proceed is issued.

2. **Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide all labor, materials, equipment, supervision, and permitting necessary to install sports lighting at the West Augustine Park football field, 1300 Duval Street, St. Augustine, FL 32084. Project shall be performed per the attached proposal dated October 8, 2014 (Attachment A).

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
- (4) NOTICE TO PROCEED

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

4. **Commencement of Services.** Contractor shall commence the Services upon receipt of an official Notice to Proceed issued by the Owner. The Services shall be performed in accordance with a time -line of twenty-one (21) consecutive calendar days from the date the Notice to Proceed issued. 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.** The maximum amount available as compensation to Contractor under this Contract Agreement is Sixty-Thousand Five-Hundred and 00/100 Dollars (\$60,500.00) unless otherwise amended in the manner set forth in this Contract Agreement. Compensation shall be made in one lump sum payment upon completion and acceptance of all work. 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, or licenses in order to perform the Services noted in this Contract Agreement, the Contractor shall be responsible for securing, obtaining, acquiring, and maintaining, at the Contractor's sole expense, any such permits, certifications, licenses, and/or approvals required by Federal, State, 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 the Owner in any manner whatsoever 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.**
  - 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 Local, 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.
  - b. As a condition of entering into this Agreement, Contractor shall provide access to all records, data, documents, and/or materials subject to the applicable provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is authorized, and acts on behalf of the County in performing 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 service being performed by Contractor;
    - (2) Provide the public with access to public records 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 that are exempt or confidential and exempt from public disclosure requirements 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.

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 in the possession of Contractor and shall promptly provide the County a copy of Contractor's response to each such request.
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. **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 Contract Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
12. **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.
13. **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.
14. **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 any act or omission on the part of the Contractor, its agents, employees, or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.
15. **Insurance**

The CONTRACTOR shall not commence work under this Contract Agreement until it has obtained all insurance required under this section and such insurance has been approved by the Owner. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish a certificate of insurance showing proof of such insurance coverage to the Owner prior to the commencement of operations. The certificate shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required this Contract Agreement and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Owner. A brief description of the work and the Address of the work site shall be included with the Certificate Holder Address.

Certificate Holder Address: St. Johns County, FL  
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 damage 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 limits 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 the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as 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.

16. 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**

**CONTRACTOR**

St. Johns County, Florida  
(Typed Name)

M. Gay Constructors, Inc. (Seal)  
(Typed Name)

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

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

Jerry Cameron, Assistant County Administrator  
Printed Name & Title

Michael Gay, President  
Printed Name & Title

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

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

**Legally Sufficient:**

**Cheryl Strickland, Clerk of Courts**

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

By: \_\_\_\_\_ (Seal)  
Deputy Clerk

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

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

"A"



# M. Gray

CONSTRUCTORS, INC.  
Electrical & Sports Lighting

October 8, 2014

Attn: Wil Smith  
RE: West Augustine Park Football

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

All pricing is based upon the Clay County bid #13/14-8

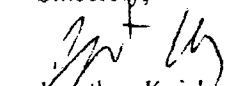
• Install 4 owner furnished 70' poles @ \$3500 each	\$14,000.00
• Furnish and install 1 - #6 feeder @ \$4800 each	\$ 4,800.00
• Furnish and install 2 - #4 feeders @ \$5200 each	\$10,400.00
• Furnish and install 1 - #3 feeder @ \$5400 each	\$ 5,400.00
• Install 4 - 30A owner furnished contactors @ \$600 each	\$ 2,400.00
• Directional bore 3" 600' @ \$30/ft	\$18,000.00
• Fuel Surcharge	\$ 3,100.00
• 1 Dumpster @ \$1200 each	\$ 1,200.00
• 1 Storage Container @ \$1200 each per month	<u>\$ 1,200.00</u>

**Total \$60,500.00**

### GENERAL NOTES

- Access to pole location to be provided by others.
- Pricing based on standard soils and drilling conditions. Pricing will be adjusted accordingly if any item is encountered that causes auger refusal (i.e. rock, trash, etc.)
- No repair of sod, sidewalks, asphalt, landscaping or utilities.
- No removal of drilling spoils, trash or debris.
- Water Source such as a fire hydrant or 2" main line furnished by others.
- Surveyed pole locations and aiming points for each pole furnished by others.
- No permit or engineering fees are included in this price.
- Pole feeders will connect to existing HP1 and HP2 panels (furnished by others).
- Site restoration will be by others.

Sincerely,



Jonathan Knisley,  
Estimator



REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING

SUBJECT: Installation of second phase of sports lighting for football field at West Augustine Park.

SUGGESTED VENDOR: M. Gay Constructors, Inc.

ESTIMATE: \$60,500.00

REASON FOR REQUEST:

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

PURCHASING POLICY NUMBER:

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

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

BUDGET ACCOUNT NO/DESCRIPTION:

BUDGETED AMOUNT: \$ 90,000

1146-56301 Category III Recreation \$72,000  
 1201-56301 Zone C Park Projects \$18,000

Musco Sports Lighting has an agreement with Clay County through RFP # 08-09-03, for the purchase of their field lighting equipment for various Clay County facilities. M. Gay Constructors, Inc. has an agreement with Musco Sports Lighting under the referenced RFP for installation of Musco's lighting packages. (M. Gay Constructors, Inc. installed the first phase of field lighting at West Augustine Park in FY 14). We request to approval to contract directly with M. Gay Constructors, Inc. for the 2<sup>nd</sup> phase lighting installation to save time and funds.

REQUISITIONER: Diane Toney

DATE: 11/25/14

DEPT. MANAGER: Kevin Wiseman, Director FMD

*KRW*

DATE: 11/25/14

DIVISION MANAGER:

DATE:

PURCHASING REVIEW

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

COMMENTS: *Requires Jerry's approval. In future the department should coordinate w/ the purchasing dept. A contract was issued for phase I and could have included phase II. See attached contract. No additional approval would have been required.*

BUYER: *FFA* DATE: PURCHASING MANAGER: *Dawn Sanders* DATE: *1/23/15*

MANAGEMENT REVIEW

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

COMMENTS:

*Jerry Cameron*  
Jerry Cameron, Assistant County Administrator

DATE: *1-26-15*

Michael D. Wanchick, County Administrator

DATE:

(Use reverse side for additional comments)