

RESOLUTION NO. 2016 - 267

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-49 AND TO EXECUTE AGREEMENTS FOR COUNTYWIDE ROADWAY STRIPING SERVICES (FY '17)**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with Rose Services, Inc. ; McShea Contracting, LLC & Southern States Pavement Markings, Inc. to provide roadway striping services on a continuing basis throughout St. Johns County on an as-needed basis.  
; and

**WHEREAS**, the scope of the Project will generally include furnishing all labor, materials, equipment, transportation and any other required items necessary to provide striping services on a continuing basis throughout St. Johns County on an as-needed basis. ; and

**WHEREAS**, through the County's formal Bid process, Rose Services, Inc. ; McShea Contracting, LLC & Southern States Pavement Markings, Inc. were selected as the most qualified respondents to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**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 Bid 16-49 to Rose Services, Inc. ; McShea Contracting, LLC & Southern States Pavement Markings, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 16-49.

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 6 day of September, 2016.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTES: Hunter S. Conrad, Clerk  
By: Amy Dalton Deputy Clerk

RENDITION DATE 9/8/16





ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Greg Caldwell, Engineering  
FROM: April Johnston, Procurement Coordinator  
SUBJECT: Transmittal of Bids Received for Bid No. 16-49 COUNTYWIDE ROADWAY  
STRIPING SERVICES (FY '17)  
DATE: July 27, 2016

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval

Date

8/1/16

Budget Amount

Account Funding Title

VARIOUS

Funding Charge Code

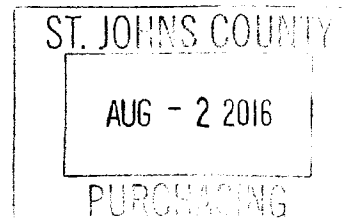
VARIOUS

Award to

ROSE SERVICES, INC.  
MC SHEA CONTRACTING, LLC  
SOUTHERN STATES PAYEMENT MARKINGS, INC.

Award Amount

\$300,000.00



BID TITLE: COUNTYWIDE ROADWAY STRIPING SERVICES (FY17)

BID NUMBER 16-49  
 OPENING DATE/TIME July 27, 2016 2:00 PM

POSTING DATE/TIME 07/27/16 4:00PM  
 FROM 08/01/16 4:00PM  
 UNTIL 08/01/16 4:00PM

ANY BIDDERS INTERESTED IN THIS BID BY AN EXTENDED  
 DEADLINE WITH RESPECT TO THE AWARD OF ANY BID,  
 SHALL DELIVER THE PURCHASING DEPARTMENT FOR  
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTEREST  
 FILE A PROTEST ONE (1) BUSINESS DAY AFTER THE  
 BIDDING CLOSING (SATURDAY, AUGUST 1, 2016) AT  
 10:00 AM. AFTER THE POSTING OF THE BID TABLET  
 PURCHASING DEPARTMENT.

OPENED BY LEIGH DANIELS  
 TABULATED BY APRIL JOHNSTON  
 VERIFIED BY \_\_\_\_\_

Product	ROSE SERVICES, INC.	MCSHEA CONTRACTING, LLC	SOUTHERN STATES PAVEMENT MARKINGS INC.
Item # A White -Solid Painted			
4"-NM	850.00	875.00	300.00
6"-NM	1,000.00	950.00	900.00
8"-LF	0.30	0.50	0.25
12"-LF	1.00	1.50	0.85
18"-LF	1.50	2.00	1.00
24"-LF	2.00	2.50	1.60
Thermoplastic			
4"-NM	3,250.00	3,400.00	1,200.00
6"-NM	4,250.00	4,000.00	3,800.00
8"-LF	1.20	1.40	1.00
12"-LF	3.00	3.00	2.00
18"-LF	4.00	4.00	2.50
24"-LF	5.00	5.00	3.25
Item # B White-Skip Painted			
4"-LF	0.50	0.17	0.20
6"-LF	0.50	0.20	0.27
Thermoplastic			
4"-LF	0.90	0.65	0.85
6"-LF	1.00	0.75	1.00
Item # C Yellow-Solid Painted			
4"-NM	850.00	875.00	300.00
6"-NM	1,000.00	950.00	900.00
8"-LF	0.30	0.50	0.25
12"-LF	1.00	1.50	0.85
18"-LF	1.50	2.00	1.00

Product	ROSE SERVICES, INC.	MCSHEA CONTRACTING, LLC	SOUTHERN STATES PAVEMENT MARKINGS INC.				
Thermoplastic							
4"-NM	3,250.00	3,400.00	1,200.00				
6"-NM	4,250.00	4,000.00	3,800.00				
8"-LF	1.20	1.40	1.00				
12"-LF	3.00	3.00	2.00				
18"-LF	4.00	4.00	2.50				
Item # D Yellow-Skip Painted							
4"-GM	500.00	225.00	150.00				
6"-GM	500.00	265.00	475.00				
Thermoplastic							
4"-GM	1,000.00	850.00	300.00				
6"-GM	1,400.00	1,000.00	1,600.00				
Item # E Yellow-Double Painted							
4"-NM	1,750.00	1,750.00	400.00				
6"-NM	2,000.00	1,900.00	1,800.00				
Thermoplastic							
4"-NM	6,500.00	6,800.00	2,000.00				
6"-NM	8,500.00	8,000.00	7,500.00				
Item # F Audible & Vibratory Pavement Markings							
Thermoplastic							
Yellow-Skip 4"-GM	9,000.00	2,200.00	500.00				
Yellow-Skip 6"-GM	9,500.00	2,500.00	500.00				
White-Solid 4"-NM	10,800.00	4,700.00	500.00				
White-Solid 6"-NM	12,000.00	5,500.00	500.00				
Item # G Markings Painted							
Stop- ea	40.00	75.00	30.00				
R/R- ea	80.00	300.00	50.00				
Only- ea	40.00	75.00	30.00				
Merge- ea	50.00	75.00	40.00				
School- ea	60.00	75.00	40.00				
Ahead- ea	50.00	75.00	40.00				
Turn and Through Lane Turn Arrow- ea	30.00	75.00	40.00				
Through Lane Use Arrow- ea	20.00	50.00	20.00				
Turn Lane Use Arrow- ea	20.00	50.00	20.00				

Product	ROSE SERVICES, INC.	MCSHEA CONTRACTING, LLC	SOUTHERN STATES PAVEMENT MARKINGS INC.				
Thermoplastic							
Stop- ea	125.00	125.00	75.00				
R/R- ea	200.00	600.00	120.00				
Only- ea	125.00	125.00	75.00				
Merge- ea	150.00	125.00	75.00				
School- ea	175.00	125.00	75.00				
Ahead- ea	150.00	125.00	70.00				
Turn and Through Lane Turn Arrow- ea	125.00	125.00	80.00				
Through Lane Use Arrow- ea	75.00	100.00	50.00				
Turn Lane Use Arrow- ea	75.00	100.00	50.00				
Item # H Reflective Pavement Markers							
Painted							
Bi-Directional, Amber- ea	3.00	5.00	3.00				
Mono-Directional, Colorless- ea	3.00	5.00	3.00				
Bi-Directional, White/Red- ea	3.00	5.00	3.00				
Thermoplastic							
Bi-Directional, Amber- ea	3.00	5.00	3.00				
Mono-Directional, Colorless- ea	3.00	5.00	3.00				
Bi-Directional, White/Red- ea	3.00	5.00	3.00				
Item # I Miscellaneous/Traffic Management							
Removal of Existing Marking per SF	1.30	2.00	1.00				
Duty Officer per Hour	55.00	0.60	0.30				
Lane Closure Traffic Maintenance per Day	1,200.00	1,500.00	250.00				
Addendum # 1	NO	YES	YES				
Bid Bond	YES	YES	YES				

		<b>McSHEA CONTRACTING, LLC</b>	
<b>ITEM #</b>	<b>PRODUCT TYPE</b>	<b>ED</b>	<b>THERMOPLASTIC</b>
			<b>MISC</b>
<b>A</b>	<b>WHITE - SOLID</b>		
		00	\$3,400.00
		00	\$4,000.00
		0	\$1.40
		0	\$3.00
		0	\$4.00
		0	\$5.00
<b>B</b>	<b>WHITE - SKIP</b>		
		7	\$0.65
		0	\$0.75
<b>C</b>	<b>YELLOW - SOLID</b>		
		00	\$3,400.00
		00	\$4,000.00
		0	\$1.40
		0	\$3.00
		0	\$4.00
<b>D</b>	<b>YELLOW - SKIP</b>		
		00	\$850.00
		00	\$1,000.00
<b>E</b>	<b>YELLOW - DOUBLE</b>		
		00	\$6,800.00
		00	\$8,000.00
<b>F</b>	<b>AUDIBLE &amp; VIBRATORY PAVEMENT</b>		
	YELLOW - SKIP		\$2,200.00
	YELLOW - SKIP		\$2,500.00
	WHITE - SOLID		\$4,700.00
	WHITE - SOLID		\$5,500.00
	STOP	00	\$125.00
	R/R	00	\$600.00
	ONLY	00	\$125.00
	MERGE	00	\$125.00
	SCHOOL	00	\$125.00
	AHEAD	00	\$125.00
	TURN AND THROUGH LANE TURN	00	\$125.00
	THROUGH LANE USE ARROW	00	\$100.00
	TURN LANE USE ARROW	00	\$100.00
<b>H</b>	<b>REFLECTIVE PAVEMENT MARKERS</b>		
	Bi-Directional, Amber	0	\$5.00
	Mono-Directional, Colorless	0	\$5.00
	Bi-Directional, White/Red	0	\$5.00
<b>I</b>	<b>MISCELLANEOUS/TRAFFIC MANAG</b>		
	Removal of Existing Marking		\$1.00
	Duty Officer		\$30.00
	Lane Closure Traffic Maintenance		\$250.00
	<b>SHADED = NOT APPLICABLE (Do Not Us</b>		

**BID NO: 16-49**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 27, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-49; Countywide Roadway Striping Services (FY 17)**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for furnishing all labor, materials, equipment, transportation and any other required items necessary to provide striping services on a continuing basis throughout St. Johns County on an as-needed basis.

There will be a **Non-Mandatory** Pre-Bid Conference on Wednesday, July 6 2016 at 9:00AM at the St. Johns County Administration Building, Aviles Conference Room, 500 San Sebastian View, St. Augustine FL 32084. **The deadline for questions for this bid shall be Wednesday, July 13, 2016.**

**Contractor Qualifications:** Prime Bidders must be fully licensed to do business in the State of Florida. Prime Bidders must be currently Pre-Qualified by Florida Department of Transportation (FDOT) in "Pavement Markings" at the time the bid is submitted.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # **16-49**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to kfullerton@sjcfl.us or fax to (904) 209-0163.

Any and all questions related to this project shall be directed, ***in writing***, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. **Questions are due no later than four o'clock (4:00PM) on Wednesday, July 13, 2016,** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk





## St. Johns County Board of County Commissioners

Purchasing Division

July 14, 2016

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 16-49 Countywide Roadway Striping Services

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Supervisor; 500 San Sebastian View; St. Augustine, FL 32084.

#### Clarifications:

The Contractor shall be responsible for providing all Maintenance of Traffic for striping operations.

**Bid Due Date: Wednesday, July 27, 2016 by 2PM**

**Acknowledgment**

Sincerely,

\_\_\_\_\_  
Signature and Date

April M. Johnston  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**

BID NO: 16-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17')

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

DATE SUBMITTED: 7-27-2016

BID PROPOSAL OF

Rose Services, Inc.

Full Legal Company Name

904-824-8849

170 Cumberland Park Drive, St. Augustine, FL 32095

904-824-9270

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No:16-49 COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17') Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE RATE SCHEDULE

Complete and Submit EXHIBIT "1" - Unit Price Bid Form Below

**BID NO. 16-49**  
**Countywide Roadway Striping Services (FY 17')**  
**Unit Price Bid Form**

OFFICIAL COUNTY BID FORM FOR:

Rose Services, Inc  
 (Company Name)

ITEM #	PRODUCT TYPE		UNIT	PAINTED	THERMOPLASTIC	MISCELLANEOUS
A	WHITE - SOLID	4"	NM	850.00	3,250.00	
		6"	NM	1,000.00	4,250.00	
		8"	LF	0.30	1.20	
		12"	LF	1.00	3.00	
		18"	LF	1.50	4.00	
		24"	LF	2.00	5.00	
B	WHITE - SKIP	4"	LF	0.50	0.90	
		6"	LF	0.50	1.00	
C	YELLOW - SOLID	4"	NM	850.00	3,250.00	
		6"	NM	1,000.00	4,250.00	
		8"	LF	0.30	1.20	
		12"	LF	1.00	3.00	
		18"	LF	1.50	4.00	
D	YELLOW - SKIP	4"	GM	500.00	1,000.00	
		6"	GM	500.00	1,400.00	
E	YELLOW - DOUBLE	4"	NM	1,750.00	6,500.00	
		6"	NM	2,000.00	8,500.00	
F	AUDIBLE & VIBRATORY PAVEMENT MARKINGS	4"	GM	N/A	9,000.00	
		6"	GM	N/A	9,500.00	
		4"	NM	N/A	10,800.00	
		6"	NM	N/A	12,000.00	
G	MARKINGS		EA	40.00	125.00	
		STOP	EA	80.00	200.00	
		R/R	EA	40.00	125.00	
		ONLY	EA	50.00	150.00	
		MERGE	EA	60.00	175.00	
		SCHOOL	EA	50.00	150.00	
		AHEAD	EA	30.00	125.00	
		TURN AND THROUGH LANE TURN ARROW	EA	20.00	75.00	
		THROUGH LANE USE ARROW	EA	20.00	75.00	
		TURN LANE USE ARROW				
H	REFLECTIVE PAVEMENT MARKERS		EA	3.00	3.00	
		Bi-Directional, Amber	EA	3.00	3.00	
		Mono-Directional, Colorless	EA	3.00	3.00	
		Bi-Directional, White/Red				
I	MISCELLANEOUS/TRAFFIC MANAGEMENT		SF			1.30
		Removal of Existing Marking	HR			55.00
		Duty Officer	DAY			1,200.00
		Lane Closure Traffic Maintenance				
SHADED = NOT APPLICABLE (Do Not Use This Space)						

BID NO: 16-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17')

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

DATE SUBMITTED: 7/27/16

**BID PROPOSAL OF**

McShea Contracting, LLC

Full Legal Company Name

<u>508 Owen Ave. N. Lehigh Acres, FL. 33971</u>	<u>239-368-5200</u>	<u>239-368-7095</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No:16-49 COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17') Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**UNIT PRICE RATE SCHEDULE**

Complete and Submit **EXHIBIT "1" – Unit Price Bid Form Below**

BID NO. 16-49  
 Countywide Roadway Striping Services (FY 17)  
 Unit Price Bid Form

OFFICIAL COUNTY BID FORM FOR: McSHEA CONTRACTING  
 (Company Name)

ITEM #	PRODUCT TYPE		UNIT	PAINTED	THERMOPLASTIC	MISCELLANEOUS
A	WHITE - SOLID	4"	NM	\$ 875.00	\$3400.00	
		6"	NM	\$ 950.00	\$4000.00	
		8"	LF	\$ 0.50	\$ 1.40	
		12"	LF	\$ 1.50	\$ 3.00	
		18"	LF	\$ 2.00	\$ 4.00	
		24"	LF	\$ 2.50	\$ 5.00	
B	WHITE - SKIP	4"	LF	0.17	0.65	
		6"	LF	0.20	0.75	
C	YELLOW - SOLID	4"	NM	875.00	3400.00	
		6"	NM	950.00	4000.00	
		8"	LF	0.50	1.40	
		12"	LF	1.50	3.00	
		18"	LF	2.00	4.00	
D	YELLOW - SKIP	4"	GM	\$ 225.00	\$ 850.00	
		6"	GM	\$ 265.00	\$ 1000.00	
E	YELLOW - DOUBLE	4"	NM	\$1750.00	\$ 6800.00	
		6"	NM	\$ 1900.00	\$ 8000.00	
F	AUDIBLE & VIBRATORY PAVEMENT MARKINGS					
	YELLOW - SKIP	4"	GM	N/A	\$ 2200.00	
	YELLOW - SKIP	6"	GM	N/A	\$ 2500.00	
	WHITE - SOLID	4"	NM	N/A	\$ 4700.00	
	WHITE - SOLID	6"	NM	N/A	\$ 5500.00	
G	MARKINGS					
	STOP		EA	\$ 75.00	125.00	
	R/R		EA	\$ 300.00	600.00	
	ONLY		EA	75.00	125.00	
	MERGE		EA	75.00	125.00	
	SCHOOL		EA	75.00	125.00	
	AHEAD		EA	75.00	125.00	
	TURN AND THROUGH LANE TURN ARROW		EA	75.00	125.00	
	THROUGH LANE USE ARROW		EA	50.00	100.00	
	TURN LANE USE ARROW		EA	50.00	100.00	
H	REFLECTIVE PAVEMENT MARKERS					
	Bi-Directional, Amber		EA	5.00	5.00	
	Mono-Directional, Colorless		EA	5.00	5.00	
	Bi-Directional, White/Red		EA	5.00	5.00	
I	MISCELLANEOUS/TRAFFIC MANAGEMENT					
	Removal of Existing Marking		SF			2.00
	Duty Officer		HR			60.00
	Lane Closure Traffic Maintenance		DAY			1500.00
SHADED = NOT APPLICABLE (Do Not Use This Space)						

BID NO: 16-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17')

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

DATE SUBMITTED: 7/27/2016

BID PROPOSAL OF

**Southern States Pavement Markings, Inc.**

Full Legal Company Name

**1745 Lakeside Avenue, St Augustine , FL 904-814-8410 904217-4238**

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No:16-49 COUNTYWIDE ROADWAY STRIPING SERVICES (FY 17') Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE RATE SCHEDULE

Complete and Submit EXHIBIT "1" – Unit Price Bid Form Below

**BID NO. 16-49**  
**Countywide Roadway Striping Services (FY 17')**  
**Unit Price Bid Form**

OFFICIAL COUNTY BID FORM FOR: **Southern States Pavement Markings, Inc.**  
*(Company Name)*

ITEM #	PRODUCT TYPE		UNIT	PAINTED	THERMOPLASTIC	MISCELLANEOUS
<b>A</b>	<b>WHITE - SOLID</b>	4"	NM	300.00	1,200.00	
		6"	NM	900.00	3,800.00	
		8"	LF	0.25	1.00	
		12"	LF	0.85	2.00	
		18"	LF	1.00	2.50	
		24"	LF	1.60	3.25	
<b>B</b>	<b>WHITE - SKIP</b>	4"	LF	0.20	0.85	
		6"	LF	0.27	1.00	
<b>C</b>	<b>YELLOW - SOLID</b>	4"	NM	300.00	1,200.00	
		6"	NM	900.00	3,800.00	
		8"	LF	0.25	1.00	
		12"	LF	0.85	2.00	
		18"	LF	1.00	2.50	
<b>D</b>	<b>YELLOW - SKIP</b>	4"	GM	150.00	300.00	
		6"	GM	475.00	1,600.00	
<b>E</b>	<b>YELLOW - DOUBLE</b>	4"	NM	400.00	2,000.00	
		6"	NM	1,800.00	7,500.00	
<b>F</b>	<b>AUDIBLE &amp; VIBRATORY PAVEMENT MARKINGS</b>	4"	GM	N/A	500.00	
		6"	GM	N/A	500.00	
		4"	NM	N/A	500.00	
		6"	NM	N/A	500.00	
<b>G</b>	<b>MARKINGS</b>		EA	30.00	75.00	
		STOP	EA	50.00	120.00	
		R/R	EA	30.00	75.00	
		ONLY	EA	40.00	75.00	
		MERGE	EA	40.00	75.00	
		SCHOOL	EA	40.00	70.00	
		AHEAD	EA	40.00	80.00	
		TURN AND THROUGH LANE TURN ARROW	EA	20.00	50.00	
		THROUGH LANE USE ARROW	EA	20.00	50.00	
		TURN LANE USE ARROW	EA	3.00	3.00	
<b>H</b>	<b>REFLECTIVE PAVEMENT MARKERS</b>	Bi-Directional, Amber	EA	3.00	3.00	
		Mono-Directional, Colorless	EA	3.00	3.00	
		Bi-Directional, White/Red	EA	3.00	3.00	
<b>I</b>	<b>MISCELLANEOUS/TRAFFIC MANAGEMENT</b>	Removal of Existing Marking	SF		1.00	
		Duty Officer	HR		30.00	
		Lane Closure Traffic Maintenance	DAY		250.00	
SHADED = NOT APPLICABLE (Do Not Use This Space)						



**CONTRACT AGREEMENT**

**BID NO:** \_\_\_\_\_;

**Master Contract #:** \_\_\_\_\_

This Contract Agreement (“**Agreement**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **St. Johns County, FL**, (“**St. Johns County**”) or (“**County**”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and \_\_\_\_\_, (“**Contractor**”) authorized to do business in the State of Florida, with mailing address: \_\_\_\_\_, Phone: ( ) \_\_\_\_\_, Fax: ( ) \_\_\_\_\_ and email: \_\_\_\_\_.

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

**ARTICLE 1 – DURATION and RENEWAL**

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of \_\_\_\_\_ (\_\_\_\_\_) calendar year, and may be renewed for up to a maximum of \_\_\_\_\_ year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term “Contract Documents” shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Task Orders, and Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Agreement.

**ARTICLE 3 - SERVICES**

The CONTRACTOR’s responsibility under this Agreement is to provide all labor, materials, and equipment necessary to **perform** \_\_\_\_\_ as needed by the SJC \_\_\_\_\_ Department, and as authorized by Task Order in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County \_\_\_\_\_ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services in accordance with the schedule as provided in each Task Order. No changes to said schedule shall be made without prior written authorization, in the form of a Change Order.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall pay to the Contractor, upon acceptance of services performed, for services satisfactorily performed as authorized by Task Orders. The Contractor will bill the County at the amounts set forth in each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of services outlined in the Scope of Work contained in each issued task order. Pricing shall be based on the Unit Prices submitted on the Official County Bid Form and attached hereto as Exhibit “A-1”.
- B. Invoices received from the Contractor pursuant to this Agreement 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 and the task order against which the Contractor is billing.
- C. FINAL INVOICE per Task Order: 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 on the specific task order.

- D. Value of this Agreement is based on authorized Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- E. Unless otherwise notified, bills/invoices should be delivered to:

SJC Utility Dept  
ATTN: James Galley  
1205 SR 16  
St. Augustine, FL 32084

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement 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 Agreement are accurate, complete and current as of the date of this Agreement.

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 7 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

**ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, 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 shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 10 – SUBCONTRACTING**

The Contractor is not permitted to utilize sub-contractors for any portion of the services performed under this Agreement.

#### **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns 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 Agreement.

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 Agreement, 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 this Agreement, 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 the Contractor.

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

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages,

losses, and costs arising under this Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

**ARTICLE 15 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement 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.

**ARTICLE 16 - 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 nor 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 17 - CONFLICT OF INTEREST**

The Contractor 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 Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns 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 of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County 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 Agreement.

**ARTICLE 18 - 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 its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; 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, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

**ARTICLE 19 - ARREARS**

The Contractor 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 Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall 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 Agreement, 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.

The County and the Contractor shall comply with the 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 Agreement and the consummation of the transactions contemplated hereby.

**ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Agreement 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 St. Johns 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 agreement.

**ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it 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 Agreement 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 Agreement.

**ARTICLE 23 - 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 Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement 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 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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 27 - AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 28 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County 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 Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, 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, 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 change order has been issued and signed by each of the parties.

**ARTICLE 30 - FLORIDA LAW & VENUE**

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

**ARTICLE 31 - 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 the project in any manner whatsoever.

**ARTICLE 32 - NOTICES**

All notices required in this Agreement 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: Jaime Locklear, CPPB, Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

BTI HD Drilling, Inc  
**Attn: Mr. Tim Nicks, President**  
5333 Skylark Court  
Jacksonville, FL 32257

**ARTICLE 33 - HEADINGS**

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

**ARTICLE 34 – 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.

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 36 – 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 37 – SURVIVAL**

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

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IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

**ATTEST:**  
**ST. JOHNS COUNTY, CLERK OF COURT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Sr. Assistant County Attorney

\_\_\_\_\_  
Date of Signature

**EXHIBIT "A"**

**BID NO: \_\_\_\_\_ ; \_\_\_\_\_**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the bid proposal and approved by the County. The Unit Prices 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 shall be added to the applicable Contract Amendment.

Pricing 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 day of the applicable renewal period.



**EXHIBIT "A-1"**

**BID NO:** \_\_\_\_\_ ; \_\_\_\_\_

**PRICING**

**EXHIBIT "B"**

**BID NO:** \_\_\_\_\_ ; \_\_\_\_\_  
**CONTRACT SCHEDULE**

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

***Initial Contract*** – Shall become effective upon signature by all parties, 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 four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.