

RESOLUTION NO. 2016 - 326

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-51 AND TO EXECUTE AGREEMENTS FOR STONEGATE LIFT STATION IMPROVEMENTS**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with G&H Underground Construction Inc. to provide services for the construction of the Stonegate Lift Station Improvements; and

**WHEREAS**, the scope of the Project will generally include upgrades and modifications to one (1) wastewater lift station located at 116 Tahoe Lane within St. Johns County and generally includes removal/demolition of existing lift station infrastructure, replacement of wet well top slabs, application of wet well liner, replacement of piping, replacement of pumps, installation/ replacement of electrical and telemetry equipment and miscellaneous site work associated with lift station modifications; and

**WHEREAS**, through the County's formal Bid process, G&H Underground Construction 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 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 16-51 to G&H Underground Construction 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 16-51.

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 18 day of October, 2016.

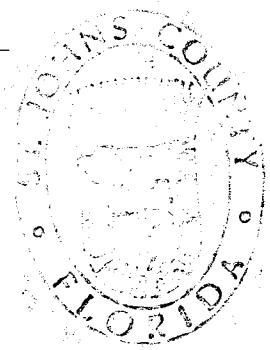
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

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

**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Halterman Deputy Clerk

**RENDITION DATE** 10/21/16





ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

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I N T E R O F F I C E M E M O R A N D U M

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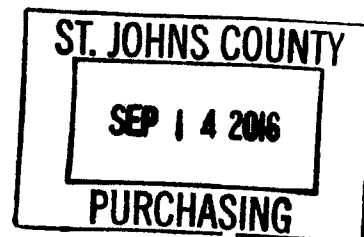
TO: Scott Trigg, Chief Engineer – St Johns County Utility Department  
FROM: April Johnston, Procurement Coordinator  
SUBJECT: Transmittal of Bids Received for Bid No. 16-51, Stonegate Lift Station Improvements  
DATE: September 7, 2016

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 Scott Trigg  
Date 9/13/16  
Budget Amount \$200,000.<sup>00</sup>  
Account Funding Title Stone Gate HS Improvements  
Funding Charge Code 4488-56302-65003-56302  
Award to G+H Underground Const, Inc.  
Award Amount \$188,154.00



**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE STONE GATE LIFT STATION IMPROVEMENTS

OPENED BY  
TABULATED BY  
VERIFIED BY

April Johnston

Leila Hartland

BID NUMBER 16-51

OPENING DATE/TIME September 7, 2016 2:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

FROM 09/07/16 4:00 PM  
UNTIL 09/12/16 4:00 PM

POSTING DATE/TIME

PAGE (S) 1 of 1

| BIDDERS                         | BASE BID #A STONE GATE LIFT STATION IMPROVEMENTS TOTAL LUMP SUM PRICE | BASE BID # B STONE GATE-FPL ALLOWANCE | BASE BID #C STONE GATE ELECTRICAL SYSTEMS ANALYSIS ALLOWANCE | BASE BID #A+#B+#C STONE GATE TOTAL LUMP SUM BID PRICE | BID BOND | ADDENDUM #1 | ADDENDUM #2 |
|---------------------------------|---|---------------------------------------|--|---|----------|-------------|-------------|
| DANUS UTILITIES INC.            | \$188,805.00  | \$1,500.00                            | \$2,000.00   | \$192,305.00  | YES      | YES         | YES         |
| G & H UNDERGROUND CONST INC.    | \$184,654.00  | \$1,500.00                            | \$2,000.00   | \$188,154.00  | YES      | YES         | YES         |
| U.S. WATER SERVICES CORPORATION | \$207,555.00  | \$1,500.00                            | \$2,000.00   | \$211,055.00  | YES      | YES         | YES         |
| J & H WATERSTOP UTILITIES INC.  | \$194,200.00  | \$1,500.00                            | \$2,000.00   | \$197,700.00  | YES      | YES         | YES         |
| PBM CONSTRUCTORS                | \$196,000.00  | \$1,500.00                            | \$2,000.00   | \$199,500.00  | YES      | YES         | YES         |
| SGS CONTRACTING SERVICES INC    | \$241,123.00  | \$1,500.00                            | \$2,000.00   | \$244,623.00  | YES      | YES         | YES         |

BID AWARD DATE - \_\_\_\_\_

**BID NO: 16-51****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, September 7, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-51; Stonegate Lift Station Improvements.** 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 give consideration and shall be returned to the sender unopened.

The project includes upgrades and modifications to one (1) wastewater lift station located at 116 Tahoe Lane within St. Johns County and generally includes removal/demolition of existing lift station infrastructure, replacement of wet well top slabs, application of wet well liner, replacement of piping, replacement of pumps, installation/ replacement of electrical and telemetry equipment and miscellaneous site work associated with lift station modifications as shown in the bid documents.

The lift station is located at the following address:

**Stone Gate Lift Station 116 Tahoe Lane St Augustine Florida 32086**

**Minimum Qualifications**

Prime bidder must be fully licensed to do business in the State of Florida and hold a current Certified Underground Utility Contractor's license or Certified General Contractor's license at the time the bid is due. Bidders must have successfully conducted as a prime or subcontractor at least 3 projects of the type, size and dollar value of the construction proposed for this project in the past 5 years.

There will be a **Non-Mandatory** Pre-Bid Conference on Wednesday, August 17, 2016 at 9:00AM at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine FL 32084, with a site visit immediately following for those interested. **The deadline for questions for this bid shall be Wednesday, August 24, 2016.**

**Bid Documents, Project Specifications and Drawings** may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # **16-51**. 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 [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157.

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](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157. Questions are due no later than 4:00PM on Wednesday, August 24, 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 an 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

August 4, 2016

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 16-51 Stonegate Lift Station Improvements

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 Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Questions:

1. Question: Is there an engineer's estimate/budget available?

**Response: Yes, the cost estimate for the Stonegate Lift Station Improvements project is One Hundred Eighty Six Thousand (\$186,000.00)**

**Bid Due Date: Wednesday September 7, 2016 2:00pm**

**Acknowledgment**

Sincerely,

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

April Johnston  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 1**



## St. Johns County Board of County Commissioners

Purchasing Division

August 19, 2016

### ADDENDUM #2

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 16-51 Stonegate Lift Station Improvements

This Addendum #2 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 Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

#### Questions:

1. Question: Is pump being supplied by county?  
**Response: No, the contractor is responsible for providing the pump specified by SJCUD**
2. Question: What is the flow rate?  
**Response: 250 GPM**
3. Question: How many invert pipes?  
**Response: One.**
4. Question: Are there approved alternates for the pump?  
**Response: No approved alternates, The required pump to be used is: Flygt NP 3127 HT3 as specified in the plans.**
5. Question: Are there approved alternates for the lining of the wet well?  
**Response: No approved alternates, The required linings to be used are: Spectra Sheild and Raven 405 as specified in the technical specifications.**

#### Clarifications:

1. This project included a 1" tap located on the same side of the road as the lift station, the contractor is responsible for tapping.
2. The pavement work required for this project is located inside the station area.

**Bid Due Date: Wednesday September 7, 2016 2:00pm**

**Acknowledgment**

**Sincerely,**

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

April Johnston  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 2**



BID NO: 16-51

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: STONE GATE LIFT STATION IMPROVEMENTS**

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

**DATE SUBMITTED: 9-7-2016**

**BID PROPOSAL OF**

G&H Underground Construction, Inc

Full Legal Company Name

|  |                     |                     |
|--|---------------------|---------------------|
| <u>2200 N Ponce De Leon Blvd Ste 11, St Augustine, Fl. 32084</u> | <u>904-829-8199</u> | <u>904-810-0531</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: 16-51 STONE GATE LIFT STATION IMPROVEMENTS 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:

**BASE BID #A: STONE GATE LIFT STATION IMPROVEMENTS** as per plans and specifications

\$ 184,654.00  
Total Lump Sum Base Bid Price (Numerical)

One hundred eighty four thousand six hundred fifty four dollars /100 Dollars  
(Amount written or typed in words)

**BASE BID #B: STONE GATE - FPL Allowance\*\***

\$ 1,500.00  
Total Unit Bid Price (Numerical)

One Thousand Five Hundred XX/100 Dollars  
(Amount written or typed in words)

**BASE BID #C: STONE GATE - Electrical Systems Analysis Allowance\*\***

\$ 2,000.000  
Total Unit Bid Price (Numerical)

Two Thousand XX/100 Dollars  
(Amount written or typed in words)

**BASE BID #A + BASE BID #B + BASE BID #C**

**\$ 188,154.00**

**Total Lump Sum Base Bid Price (Numerical)**

**One hundred eighty eight thousand one hundred fifty four dollars /100 Dollars**

**(Amount written or typed in words)**

**\*\*NOTE:** Payment for Allowances shall be paid based on unit price basis for actual costs incurred by the successful bidder. The Allowance value shown here will be adjusted (+/-) at the end of the contract based upon actual invoices submitted by the successful bidder.

Time of Substantial Completion to be **Two Hundred (200)** consecutive calendar days from receipt of Notice to Proceed from Owner.



**CONTRACT AGREEMENT**

Misc No: \_\_\_\_\_

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

This Contract Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **St. Johns County, FL**, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "County", and \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant", with offices located at \_\_\_\_\_, Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, and Email: \_\_\_\_\_

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect through and until 11:59PM on \_\_\_\_\_, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual written agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include \_\_\_\_\_; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders, each of which are hereby incorporated into this Agreement.

**ARTICLE 3 - SERVICES**

The Consultant' shall to provide all labor, materials, and equipment necessary to complete \_\_\_\_\_, as described in the proposal, submitted by the Consultant, and approved by the County in accordance with the Contract Documents ("Services").

The Services provided by the Consultant shall be under the general direction of \_\_\_\_\_ or authorized County designee, who shall act as the County's representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Consultant shall perform the required Services according to the schedule submitted with the proposal and approved by the County, and attached hereto as Exhibit \_\_\_\_\_, and incorporated herein. No changes to said schedule shall be made without prior written authorization from the County's representative.

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

- A. The County shall compensate the Consultant an amount not to exceed \_\_\_\_\_ according to the proposal attached hereto as Exhibit \_\_\_\_\_. The maximum amount available as compensation to Consultant under this Contract Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Contract Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The Consultant shall bill the County for Services satisfactorily performed, and materials satisfactorily delivered on a monthly basis.

- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
  
- F. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "final invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

#### **ARTICLE 6 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Contract 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 7 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Consultant fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default 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 Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Consultant shall be paid for services authorized and satisfactorily performed under this Contract 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 Consultant 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 8 – PERSONNEL**

The Consultant 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 Consultant, 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 Consultant'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 Consultant warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

**ARTICLE 10 – 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 Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant 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 Consultant's performance under this Contract Agreement.

**ARTICLE 11 – AVAILABILITY OF FUNDS**

The 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 Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 12 - INSURANCE**

The Consultant 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 Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or by anyone directly employed by or contracting with the

Consultant.

The Consultant 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 Consultant 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 Consultant 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 Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant 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.

### **ARTICLE 13 - INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Consultant and other persons employed or utilized by the Consultant in performance of this Contract Agreement.

### **ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract 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 Consultant.

### **ARTICLE 15 - 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 16 - CONFLICT OF INTEREST**

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

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant'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 Consultant 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 Consultant.

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

constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant 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 Consultant under the terms of this Contract Agreement.

#### **ARTICLE 17 – NO THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 Consultant 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 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

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

The Consultant 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 Contract 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 the County, or at its expense, shall be kept confidential by the Consultant 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 Consultant 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 Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP**

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

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

#### **ARTICLE 23 - ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The 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 Consultant 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 Consultant agree that this Contract 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 Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract 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 Consultant.

#### **ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract 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 Consultant hereby represents and warrants that it has and shall continue to maintain all licenses 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 Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract 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 Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto.



Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant 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 Consultant's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Consultant 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 Consultant 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 Contract 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 Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 32 - NOTICES**

All notices required in this Contract 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, FCCM. Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

### **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 Contract 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 Consultant's performance under this Agreement constitutes an act on behalf of the County, Consultant shall provide access to all public records made or received by Consultant in conjunction with this Agreement. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant 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 Consultant's sole cost and expense, all public records in the possession of Consultant upon termination of this Agreement. Consultant 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 Consultant to grant such public access shall be cause for unilateral termination of this Agreement by the County. Consultant shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Consultant's possession and shall promptly provide the County a copy of Consultant's response to each such request.

**ARTICLE 35 – REVIEW OF RECORDS**

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County 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 the Contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant 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 Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract 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.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Contract Agreement on the day and year below noted.

-----

MISC NO: \_\_\_\_\_

**St. Johns County, FL:**

**Consultant:**

**Dawn Cardenas, SJC Purchasing Mgr**

Printed Name & Title County Representative

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

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Consultant Representative

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

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

**LEGALLY SUFFICIENT:**

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

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

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

**ATTEST:  
CLERK OF COURT**

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

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**MISC NO:** \_\_\_\_\_

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Prices as submitted by the Consultant, and approved by the County and attached hereto as Exhibit \_\_\_\_\_. The approved 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.

**EXHIBIT "B"**

**MISC NO:** \_\_\_\_\_

**CONTRACT SCHEDULE**

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

***Initial Contract*** – Shall become effective on the date of execution by all parties, and shall remain in effect through and until 11:59PM on \_\_\_\_\_, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed and/ or extended by the County, as needed, to complete the specified services as stated herein.