

RESOLUTION NO. 2019 - 381

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 19-56 AND TO EXECUTE AN AGREEMENT FOR THE DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING.**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with M. Gay Constructors, Inc. for the Design, Purchase, and Installation of Sports lighting at Gamble Rogers Middle School Soccer Field and Plantation Park for the Parks and Recreation Department in accordance with RFP No. 19-56; and

**WHEREAS**, the scope for this contract shall be to provide any and all labor, materials, equipment, supervision, and all other requirements necessary to design, purchase, and provide installation of additional sports lighting at Gamble Rogers Soccer Field, located at 6250 US Highway 1 S, St. Augustine, FL 32086 and Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259, as specified in the Scope of Work, proposed by the Contractor, as approved by the County in accordance with RFP No: 19-56 and as otherwise provided in the Contract Documents; and

**WHEREAS**, through the County's formal RFP process, M. Gay Constructors, Inc. was selected as the highest ranked respondent to enter into 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 contract 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 RFP 19-56 to M. Gay Constructors, 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 RFP 19-56.

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 5th day of November, 2019.

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

By: Paul M. Waldron  
Paul M. Waldron, Chair

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

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 11/6/19





**CONTRACT AGREEMENT**  
**RFP No: 19-56; Design, Purchase, and Installation of Sports Lighting**  
**Contract #: 20-**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **M. Gay Constructors, Inc.** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at PO Box 26249, Jacksonville, FL 32226; Phone: (904) 714-4001; Fax: (904) 714-4007 and Email: [mgebillh@gmail.com](mailto:mgebillh@gmail.com).

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

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon signature by all parties, as of the Effective Date shown above, and shall remain in effect for a period of **three hundred sixty five (365) consecutive calendar days**, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this 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 Contractor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, supervision, and all other requirements necessary to design, purchase, and provide installation of additional sports lighting at Gamble Rogers Soccer Field, located at 6250 US Highway 1 S, St. Augustine, FL 32086 and Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259, as specified in the Scope of Work, proposed by the Contractor, as approved by the County in accordance with RFP No: 19-56 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. 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 Contractor a lump sum amount of **Four Hundred Seventy Four Thousand Five Hundred Ten Dollars (\$474,510)**, for Plantation Park, and **Two Hundred Ninety Nine Thousand Eight Hundred Fifty Dollars (\$299,850)** for Gamble Rogers Soccer Field, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  - 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors

through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, 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. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Parks and Recreation Department  
Attn: Jayne Delaney  
2175 Mizell Rd.  
St. Augustine, FL 32080
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor'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 Agreement.

#### **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 wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – PERMITS AND LICENSES**

To the extent that the Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

#### **ARTICLE 8 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 9 – 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 Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 10 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide

written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business 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 Agreement.

- B. 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) 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 Agreement.
- C. Consistent with other provisions in this Agreement, Contractor 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 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 11 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 12 – 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 Contractor 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 Contractor 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 13 – 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 provide a tax exemption certificate to the Contractor upon request. 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 14 – AVAILABILITY OF FUNDS**

The County’s obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County’s budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 15 - 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 the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this 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 Agreement, 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 a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

**ARTICLE 16 - INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys’ fees, arising out of the Consultant’s errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

**ARTICLE 17 – 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 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, 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 19 – 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 20 – 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 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 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 thirty (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 21 – 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 omissive 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, the 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 22 – 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 the 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 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 23 – 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 the 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 the 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 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, 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.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

**ARTICLE 25 – 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. 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 26 – 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 27 – 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 28 – 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 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor 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 31 – 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 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this 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 Contractor of the County's notification 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 33 – FLORIDA LAW & VENUE**

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

### **ARTICLE 34 – 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 35 - 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, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

M. Gay Constructors, Inc.  
**Attn: Michael Gay, President**  
PO Box 26249  
Jacksonville, FL 32226

### **ARTICLE 36 - 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 37 –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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;

- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – 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 St. Johns County, Florida.

**ARTICLE 39 – 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.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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

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**RFP No: 19-56; Design, Purchase, and Installation of Sports Lighting  
Contract #: 19-**

**COUNTY:**

St. Johns County, FL

Full Legal Name

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

Signature County Representative

\_\_\_\_\_  
Printed Name – County Representative

\_\_\_\_\_  
Printed Title – County Representative

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

**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF COURT**

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

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

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

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

**CONTRACTOR:**

M. Gay Constructors, Inc.

Full Legal Company Name

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

Signature of Contractor Representative

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

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



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

September 24, 2019

**RE:** RFP 19-56; Design, Purchase, and Installation of Sports Lighting

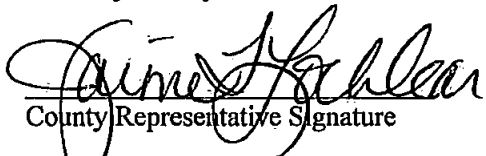
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to M. Gay Constructors, Inc. as the top ranked firm under RFP 19-56; Design, Purchase, and Installation of Sports Lighting. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 4:00 PM, Friday, September 27, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond; shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Travis Hembree, Procurement Coordinator at [thembree@sjcfl.us](mailto:thembree@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 9/24/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

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

---

**TO:** Doug Batalle, Director, SJC Parks and Recreation  
**FROM:** Travis Hembree, Procurement Coordinator  
**SUBJECT:** RFP No. 19-56, Design, Purchase, and Installation of Sports Lighting  
**DATE:** June 19, 2019

Please find attached a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

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 to my attention as soon as possible.

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

Dept. Approval *[Signature]*  
Date 6-21-19  
Budget Amount \$774,360.00  
Account Funding Title Impact Fee Zones A+C; Improvements off Building  
Funding Charge Code 1195-56301 (Plantation); 1201-56301 (Gamble)  
Award to M. Gay Constructors, Inc.  
Award Amount \$774,360.00

ST JOHNS COUNTY

SEP 24 '19

PURCHASING

ST. JOHNS COUNTY, FLORIDA

Date: June 19, 2019  
RFP: RFP # 19-56; Design, Purchase, and  
Installation of Sports Lighting

FIRM	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Stacia Lando	Jamie Baccari	Teddy Meyer			
Techline Sports Lighting, LLC	103	104	102	309	2	
M. Gay Constructors, Inc.	102	107	107	316	1	

APPROVED: Purchasing Manager  
Director, SJC Parks and Recreation

*James Holley* 9/24/19  
*[Signature]*

**NOTE:**

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

<sup>6th</sup> POSTING TIME/DATE FROM 8:20am 09/25/2019 UNTIL 8:20am 10/01/2019.

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

ST JOHNS COUNTY  
SEP 24 '19  
PURCHASING

**OPTIONAL CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>
<b>Section 1</b>	RFP Cover Page & Cover Letter	✓
<b>Section 2</b>	Qualifications & Experience of Company & Staff	✓
	Attachment "C" – List of Proposed Sub-Contractors	✓
<b>Section 3</b>	Past Experience	✓
<b>Section 4</b>	Pricing Proposal	✓
	Attachment "A" – Total Pricing Proposal	✓
<b>Section 5</b>	Annual Maintenance Pricing Proposal	✓
	Attachment "B" – Annual Maintenance Pricing Proposal	✓
<b>Section 6</b>	Administrative Information (Include the following):	✓
	Proof of Liability Insurance and Limits	✓
	Drug Free Work Place Form	✓
	RFP Affidavit	✓
	RFP Affidavit of Solvency	✓
	Conflict of Interest Form	✓
	Respondent's Warranty	✓
	Claims, Liens, Litigation History	✓
	Jessica Lunsford Act Form	✓
	Copies of all Acknowledged Addenda	✓

**Section 1**

**Proposal Cover Page  
and  
Cover Letter**

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
Design, Purchase, and Installation of Sports Lighting**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** M. Gay Constructors, Inc.

**DATE:** May 30, 2019

PO Box 26249 Jacksonville, FL 32226

Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

Michael Gay, President

Printed Name & Title

Phone (904) 714-4001 Fax (904) 714-4007

Phone Number

mgcbillh@gmail.com

Email Address



# M. Gray



CONSTRUCTORS, INC.  
Electrical & Sports Lighting

St Johns County Purchasing Department

May 30, 2019

Re: Brief Statement of Services Required

To Whom It May Concern,

We are pleased to offer you our statement of our understanding of this project. We intend to install sports lighting on three soccer fields, two fields at Plantation Park on Race Track Road, and one field at Gamble Rogers Middle School on US 1 South.

- In both cases we intend to provide one underground service feeder from an existing power company transformer to a new service panel that will feed the Musco Controllers which in turn will feed the new pole lights.
- We intend to install four poles at Gamble Rogers Middle School, and eight poles at Plantation Park.
- We intend to use PVC conduit as our wiring method on this project, with GRC risers at the service panel and Musco Controllers.
- We have included our service and Musco controllers set on racks using concrete posts with galvanized unistrut to attach the electrical equipment.
- All Utility Fees are by others.
- Permitting for Gamble Rogers will need to go through the St Johns County School Board.
- All electrical systems will be designed by a licensed Electrical Engineer per State of Florida requirements.
- All conduits will be routed around the soccer fields, avoiding damage to the playing field.
- Working hours will be Monday through Thursday 7:00 to 5:30.
- Musco has included a 25-year warranty with this project.

**Plantation Park: \$474,510.00**

**Gamble Rogers: \$299,850.00**

**Total: \$774,360.00 (Seven Hundred Seventy-Four Thousand Three Hundred Sixty Dollars)**

## Corporate Information and Experience

M. Gay Constructors, Inc.  
PO Box 26249  
Jacksonville, FL 32226  
Office: (904) 714-4001  
Fax: (904) 714-4007

Office Location:  
11901 Industry Drive  
Jacksonville, FL 32218

Principal: William Michael Gay  
Email: mgcbillh@gmail.com  
TIN: 59-3097398

Corporation Type: S Corporation, State of Florida  
Date of Incorporation: 11-8-1991

General Contractor License: CGC1512259  
Electrical Contractor License: EC0001098  
Utility Contractor License: CUC124470

M. Gay Constructors, Inc. has been in business as a Certified Electrical Contractor since 1991. We currently are licensed as a General Contractor, Certified Electrical Contractor, and an Underground Utilities Contractor. We are a Florida corporation, and our office is located in Jacksonville, Florida. We hold licenses in Florida, Georgia and Alabama. We service the entire state of Florida and Georgia and Alabama. We have performed many different types of projects but specialize in Electrical & Sports Lighting, Drill Shaft Foundation Installation, and Sports Field Construction.

M. Gay Constructors, Inc. strives to provide a quality product at a reasonable price to all of our customers. We have installed hundreds of sports lighting systems, from small little league fields to major sports arenas. We work primarily for Cities, County Commissioners, School Boards, and are pre-qualified with many of these organizations. We self-perform all projects with our own equipment and personnel.

Our President, Michael Gay, has been in the electrical and construction industry for over 30 years. He is personally involved in each project from estimation to final completion. Each project is directly overseen by an experienced Foreman and Project Manager.

## **Section 2**

# **Qualifications and Experience of Company and Staff**

# William Michael Gay

---

## Functional Summary

Owner and Operator of M. Gay Constructors, Inc.

## Employment

1982-1991                      Gayco Electric                      Jacksonville, Florida  
Electrician / Foreman

- Complete assigned task
- Organize projects onsite
- Order Materials
- Receive Deliveries

1991 – Present                      Self-Employed Contractor                      Jacksonville, Florida  
Owner

- Field work: coordinate manpower.
- Attend Meetings, coordinate onsite events, and coordinate with public utilities.
- Coordinate with other contractors onsite.
- Coordinate and manage office work and field work.

## Summary of Qualifications

- NEFBA Apprenticeship 1986  
Instruction involving hands on training, trouble shooting, theories, and laws applying to the electrical trade.
- Local 222 – Heavy Equipment Operator

## Overall Duties and Certifications

- Estimating
- Job Coordinating
- NCCCO Certified Crane Operator
- State of Florida Electrical License #EC0001098
- State of Florida General Contractor License #CGC1512259
- State of Florida-Underground Utility License #CUC1224470
- State of Alabama Electrical License #S-43902
- State of Alabama General Contractor License #44830
- State of Georgia Electrical License #EN213604

## Business

- M Gay Constructors, Inc  
100% Owner

## **William David (Bill) Haddock**

---

**Functional Summary** Estimator, Project Manager at M Gay Constructors, Inc.

**Employment History** 1974-1978 Electrical Apprentice, Jacksonville, FL  
1978-1985 Journeyman Electrician, Foreman, General Foreman, Project Superintendent  
1985-Present Estimator – Project Manager for Sun Electric, Miller Electric, Richard L. Oreair Electric, Power and Control Installations, M Gay Constructors

**Summary of Qualifications** JEJATC Apprentice 1978  
Local 177 Journeyman Electrician  
JEJATC Committee Member  
Homebuilders Committee Member  
Adjunct Instructor Florida Community College at Jacksonville

**Overall Duties** Estimating  
Project Management  
Instructing when necessary  
Coordinating Manpower and Material for projects  
Coordinating Permitting and Paperwork for projects

# Brian Matthew Gay

---

## Functional Summary

General Foreman that involves coordinating, managing, and completing multiple projects.

Employment	1995 – 2004	Gayco Electric	Jacksonville, FL
	2005 – 2006	City Lights Electric	Boston, MA
	2006 – 2010	Gayco Electric	Jacksonville, FL
	2007 – 2009	S.E.L.C.A.T. Instructor	
	2010 – 2011	Asplundh Construction Co.	Tolland, CT
	2011 – Present	M. Gay Constructors, Inc.	Jacksonville, FL

## Summary of Qualifications

- **NEFBA Apprenticeship - 1999**  
Instruction involving hands on training, trouble shooting, theories, and laws applying to the electrical trade.
- **S.E.L.C.A.T. - 2006**  
URD Technician Program – Medium Voltage cable splicing, Grounding, switching, and wire pulling
- **Equipment Operator: 2011 – Present**  
Operates multiple types of equipment including boom trucks, mobile cranes, digger derricks and drill rigs. NCCCO certified Crane Operator and Digger Derrick Operator.

**Overall Duties  
& Certifications**

- **Job Coordinating**
- **Field Supervisor**
- **NCCCO Certified Crane Operator**
- **NCCCO Certified Digger Derrick Operator**
- **NCCCO Certified Practical Examiner – Digger Derrick**
- **IBEW Local 222 / Certified Heavy Equipment Operator**

**References**

**Michael Gay, M. Gay Constructors, Inc.**

**Employer**

**904-714-4001**

# James Dunson

---

**Functional Summary**                      Project Manager and Superintendent that involves coordinating, Managing, completing multiple projects.

**Employment**                              1989-1995                      Gayco Electric                      Jacksonville, Florida

Electrician/Foreman

- Complete assigned task
- Organize projects onsite
- Order Material
- Receive Deliveries

1996-2000                              Self Employed                      Jacksonville, Florida

Owner

- Field work: Coordinate manpower
- Attend Meeting, Coordinate onsite events, coordinate with public utilities
- Coordinate with other contractors onsite.
- Coordinate office work and field work.

2001-Present    M. Gay Constructors, Inc.                      Jacksonville, Florida

Project Manager/Superintendent

- Field work: coordinate manpower
- Attend Meetings, coordinate onsite events, coordinate with public utilities
- Coordinate with other contractors onsite.

**Summary of Qualifications**

NEFBA Apprenticeship 1989-1992

- Instruction involving hands on training, trouble shooting, Theories, and laws applying to the electrical trade.

Superintendent/Jobsite Foreman 1992- Present

- Coordinating job meetings
- Organizing manpower
- Completing Projects



## Glenn Kight

---

Functional Summary	Project Manager and Superintendent that involves coordinating, managing, and completing multiple projects.		
Employment	1973-1992	Gayco Electric	Jacksonville, Florida
	<ul style="list-style-type: none"><li>- Complete assigned task</li><li>- Organize projects onsite</li><li>- Order Material</li><li>- Receive Deliveries</li></ul>		
Employment	1992- Present	M. Gay Constructors, Inc.	Jacksonville, Florida
	Project Manager/Superintendent		
Summary of Qualifications	IBEW Apprenticeship 1972-1975		
	<ul style="list-style-type: none"><li>- Instruction involving hands on training, trouble shooting, theories, and Laws applying to the electrical trade.</li></ul>		
Summary of Qualifications	Superintendent/Jobsite Foreman 1988- Present		
	<ul style="list-style-type: none"><li>- Coordinating job meetings</li><li>- Organizing manpower</li><li>- Completing projects</li><li>- Ariel Lift Safety Training</li><li>- OSHA Training (30 Hour)</li><li>- Forklift Training</li></ul>		

# Julio Madera

---

## Functional Summary

**General Foreman that involves coordinating, managing, and completing multiple projects.**

## Employment

**M-Gay Constructors Inc. | Jacksonville, FL.  
Master Electrician/Equipment Operator February 2003 – Present  
Plan and supervise new and remodel building projects in the most efficient way possible to meet scheduled deadlines. Manage lighting installations and maintenance on sports/athletic fields. This includes building electrical services, running conduit, pulling wire and erecting poles**

## Summary of

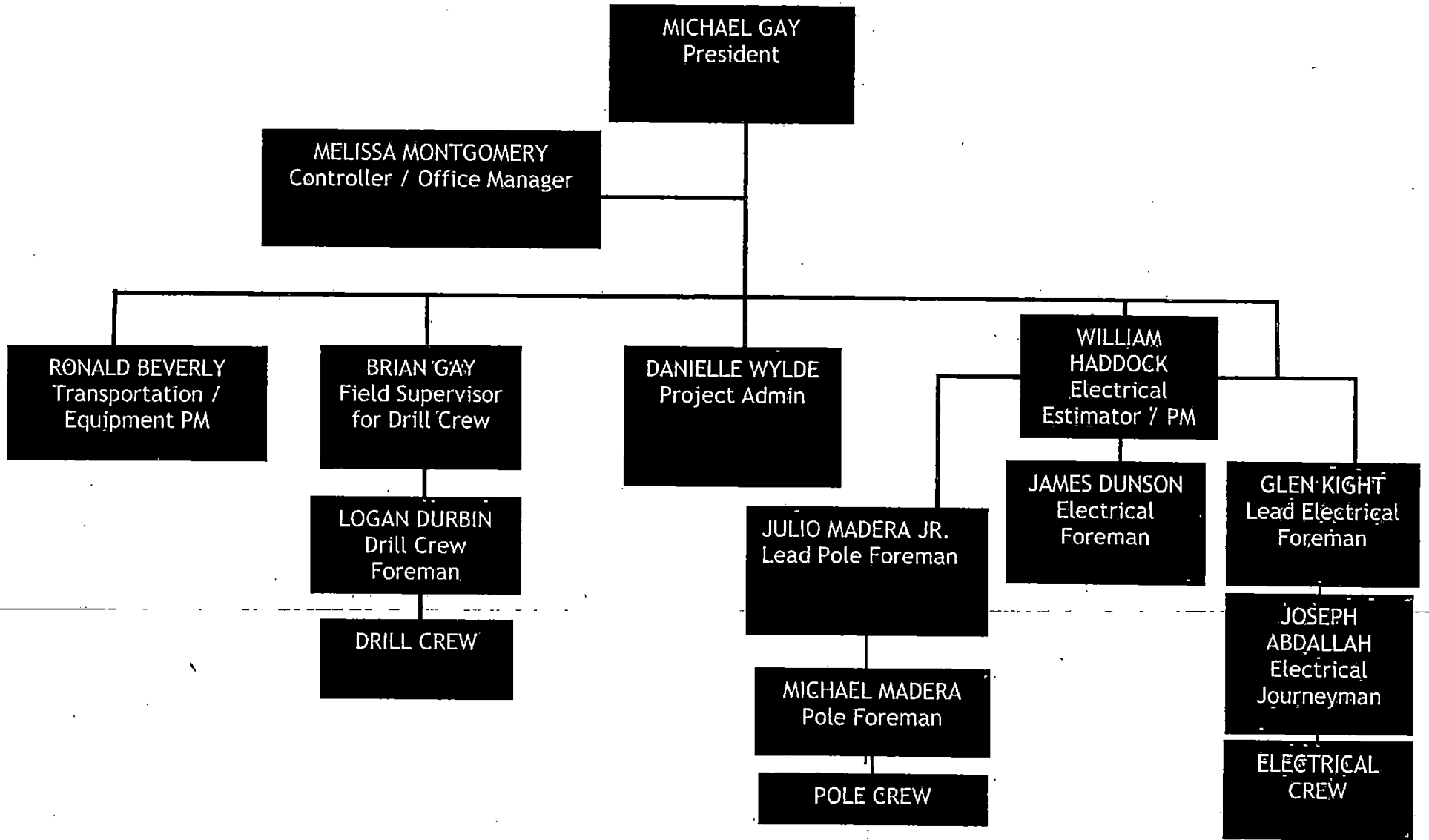
**April 2016 JSEB Certified  
Sept. 2015 FL Certified Electrical Contractors License EC13006979  
Sept 2009 National Crane Operator Cert. (NCCCO)  
Crane Signalman/Rigger Certified  
Class A CDL Commercial Driver's License  
Aerial Lift Certified  
Proficient on most construction equipment, which includes forklifts, backhoes, excavators, etc.  
Competent on foundation drilling equipment, i.e. digger derricks, pressure diggers and auger trucks.  
CPR Certified  
Fluent in two languages - English and Spanish**

## Certifications

**(NEFBA) Northeast Florida Builders Association Jacksonville, FL.  
May 2005 Completion of Electrical Apprenticeship Program**

**Thomas A. Edison Vocational High School Philadelphia, PA.  
June 2000 High School Diploma**

Organizational Chart for  
M. Gay Constructors, Inc.







RICK SCOTT, GOVERNOR

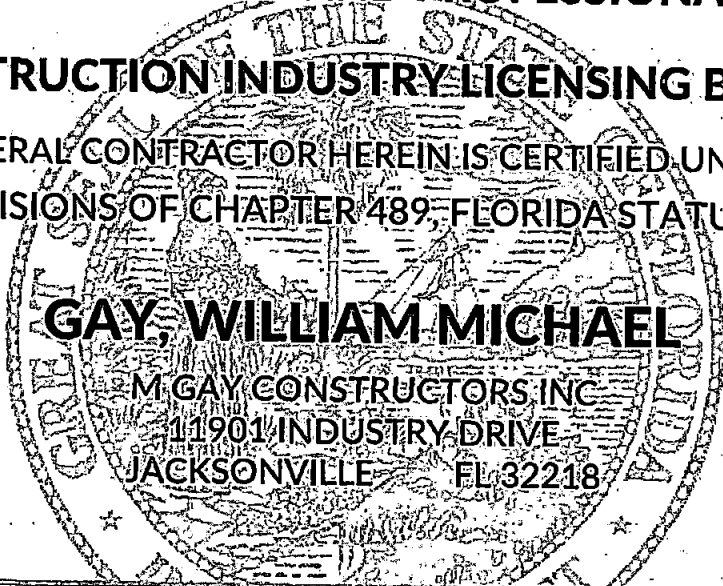
JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**GAY, WILLIAM MICHAEL**

M. GAY CONSTRUCTORS, INC.  
11901 INDUSTRY DRIVE  
JACKSONVILLE FL 32218

**LICENSE NUMBER: CGC1512259**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GAY, WILLIAM MICHAEL**

M. GAY CONSTRUCTORS, INC.  
11901 INDUSTRY DRIVE  
JACKSONVILLE FL 32218

**LICENSE NUMBER: EG0001098**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**2018-2019 BUSINESS TAX RECEIPT**

**DUVAL COUNTY TAX COLLECTOR**

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370

Phone: (904) 630-1916, option 3; Fax: (904) 630-1432

Website: www.coj.net/tc; Email: taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.  
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2018 through September 30, 2019.

M GAY CONSTRUCTORS  
WILLIAM MICHAEL GAY  
PO BOX 26249  
JACKSONVILLE, FL 32226

ACCOUNT NUMBER: 13700  
LOCATION ADDRESS: 11865 INDUSTRY DR  
JACKSONVILLE, FL 32218

DESCRIPTION: CONTRACTOR- ALL TYPES  
COUNTY RECEIPT DESC: CONTRACTOR- ALL TYPES  
MUNICIPAL RECEIPT DESC: MC 772.309

STATE LICENSE NO.: CGC1512259  
COUNTY TAX: 12.38  
MUNICIPAL TAX: 34.38  
TOTAL TAX PAID: 46.76

VALID UNTIL September 30, 2019

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

*Sherry L Wall*

DUVAL COUNTY TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-5509641.0001-0001 WEB 10/01/2018 46.76



2018-2019 BUSINESS TAX RECEIPT

DUVAL COUNTY TAX COLLECTOR

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
Phone: (904) 630-1916, option 3; Fax: (904) 630-1432
Website: www.coj.net/tc; Email: taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period
October 1, 2018 through September 30, 2019.

GAY, WILLIAM M
M GAY CONSTRUCTORS, INC
PO BOX 26249
JACKSONVILLE, FL 32226

ACCOUNT NUMBER: 15265
LOCATION ADDRESS: 11865 INDUSTRY DR
JACKSONVILLE, FL 32218
DESCRIPTION: QUALIFYING AGENT, CONTRACTORS STATE LICENSE NO.:
COUNTY RECEIPT DESC: QUALIFYING AGENT, CONTRACTORS COUNTY TAX: 0.00
MUNICIPAL RECEIPT DESC: MC 772.325 MUNICIPAL TAX: 110.00
TOTAL TAX PAID: 110.00

VALID UNTIL September 30, 2019

\*\*\*ATTENTION\*\*\*

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of
the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a
certification of the receipt holder's qualifications.

Sherry L Hall

DUVAL COUNTY TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5509641.0002-0002 WEB 10/01/2018 110.00



## Section 3

# Past Experience

### Section 3: Past Experience

**Twin Lakes Little League Complex – Sarasota, FL** February 2019

Lighting and Electrical at Twin Lakes Little League Complex  
Demolished 24 concrete poles and installed a complete electrical system with a 3 phase 480 volt 400 amp on 4 baseball fields with new poles feeders to 12 Concrete and 12 Steel poles and 100 fixtures for a LED lighting system.

**Contract Price:** \$929,350

**Project Owner:** Sarasota County BOCC

**Project Contact:** Anthony Bell

**Email:** AMBELL@SCGOV.NET

**Contact Phone:** (941) 999-0588

**Laureate City Park Soccer – Lake Nona, FL** December 2018

Lighting and Electrical at Laureate City Park Soccer  
Installation of 10 sports lighting poles and 104 electrical fixtures for the new soccer fields. Including associated electrical feeders, controls and services.

**Contract Price:** \$ 122,400

**Project Owner:** Orlando Utility Commission

**Project Contact:** Eddie O'Donnell

**Email:** eodonnell@ouc.com

**Contact Phone:** (407) 234-2715

**Jonesville Park PH 4 – Gainesville, FL** March 2017

Lighting and Electrical at Jonesville Park PH4  
Installation of 12 sports lighting poles and 136 electrical fixtures for the baseball and soccer fields. Including associated electrical feeders and controls.

**Contract Price:** \$154,000.00

**Project Owner:** Alachua County Parks and Recreation

**Project Contact:** Vernest LeGree

**Email:** vlegree@alachuacounty.us

**Contact Phone:** (352) 264-6868

**Lakewood Ranch Park Complex - Manatee County**

August 2016

Lighting and Electrical Install at Lakewood Ranch Park Complex  
Installation of 8 sports lighting poles and 96 electrical fixtures. Including associated electrical feeders and controls.

**Contract Price:** \$151,030.00

**Project Owner:** Manatee County BOCC

**Project Contact:** Property Management / Tom Yarger

**Email:** Tom.Yarger@mymanatee.org

**Contact Phone:** 941-749-3003

**Tom Brown Park Softball Complex – Tallahassee, FL** September 2016

Lighting and Electrical Install at Tom Brown Park Softball Complex  
Installation of 36 sports lighting poles and 246 electrical fixtures for the softball and tennis courts. Including associated electrical feeders and controls.

**Contract Price:** \$357,900.00

**Project Owner:** City of Tallahassee

**Project Contact:** Christopher Lisenby

**Email:** christopher.lisenby@talgov.com

**Contact Phone:** 850-891-3866

**Walker Road Park - Polk County**

February 2017

Lighting and Electrical Install at Walker Road Park  
Installation of 22 sports lighting poles and Electrical Work for the softball fields and soccer field. Including associated electrical feeders and controls.

**Contract Price:** \$212,700.00

**Project Owner:** Polk County BOCC

**Project Contact:** Mike Callender

**Contact Phone:** 863-534-6757

**Seminole County Sports Complex - Wharton-Smith, Inc** August 2016  
Lighting & Electrical Install at Seminole County Sports Complex  
Electrical work for the entire sports complex – including sports lighting, concessions,  
and administrative buildings.  
**Contract Price:** \$1,069,106.99  
**Project Owner:** Seminole County BOCC  
**Project Contact:** Rick Bundy Jr. (Wharton-Smith, Inc.)  
**Email:** rbundy@whartonsmith.com  
**Contact Phone:** 407-321-8410

**Osceola County Heritage Park Fields 1-4 – Kissimmee, FL** March 2015  
Lighting and Electrical Install at Osceola County Heritage Park Fields 1-4  
Installation of 24 sports lighting poles and 280 electrical fixtures for the baseball  
fields  
**Contract Price:** \$ 230,500.00  
**Project Owner:** Osceola County BOCC  
**Project Contact:** Eric Anderson  
**Email:** eand@OSCEOLA.ORG  
**Contact Phone:** 407-398-5987

## Section 4

### Pricing Proposal

**REQUEST FOR PROPOSALS (RFP) NO: 19-563  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**ATTACHMENT "A"  
PRICING PROPOSAL**

Each Respondent shall insert and submit a lump sum pricing proposal for the cost of design, purchase and installation of sports lighting for Gamble Rogers Soccer Field and Plantation Park. These amounts shall include the provision of any and all labor, equipment, transportation, subscriptions, and any other components of for the design, purchase, and installation of sports lighting. Each Respondent shall also provide a breakdown of their submitted pricing proposal to demonstrate the costs of the various components of project. Each Respondent shall also include or attach, separately, any additional costs being proposed as part of their proposal.

GAMBLE ROGERS SOCCER FIELD:	\$ 299,850.00
PLANTATION PARK:	\$ 474,510.00
TOTAL COST:	\$ 774,360.00

# M. Gay



CONSTRUCTORS, INC.  
Electrical & Sports Lighting

St Johns County Purchasing Department

May 30, 2019

Re: Brief Statement of Services Required

To Whom It May Concern,

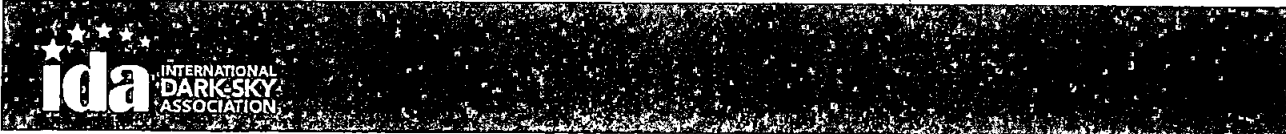
We are pleased to offer you our statement of our understanding of this project. We intend to install sports lighting on three soccer fields, two fields at Plantation Park on Race Track Road, and one field at Gamble Rogers Middle School on US 1 South.

- In both cases we intend to provide one underground service feeder from an existing power company transformer to a new service panel that will feed the Musco Controllers which in turn will feed the new pole lights.
- We intend to install four poles at Gamble Rogers Middle School, and eight poles at Plantation Park.
- We intend to use PVC conduit as our wiring method on this project, with GRC risers at the service panel and Musco Controllers.
- We have included our service and Musco controllers set on racks using concrete posts with galvanized unistrut to attach the electrical equipment.
- All Utility Fees are by others.
- Permitting for Gamble Rogers will need to go through the St Johns County School Board.
- All electrical systems will be designed by a licensed Electrical Engineer per State of Florida requirements.
- All conduits will be routed around the soccer fields, avoiding damage to the playing field.
- Working hours will be Monday through Thursday 7:00 to 5:30.
- Musco has included a 25-year warranty with this project.

**Plantation Park: \$474,510.00**

**Gamble Rogers: \$299,850.00**

**Total: \$774,360.00 (Seven Hundred Seventy-Four Thousand Three Hundred Sixty Dollars)**



# Award of Excellence

## Lighting Performance Summary

**Project:** St Johns Gamble Rogers Phase 2  
**Location:** Saint Augustine, FL  
**Curfew:** 11:00pm  
**Submitted:** 28 May 19 - 10:06 AM CDT

Field: Small Soccer Field type: Soccer - Class IV Environmental Zone: E2			
<b>Applicable Lighting Standard</b>			
	Standard	Measured	Result
Meets IES or HS Standard	—	Yes	PASS
<b>Applied BUG Analysis</b>			
	Standard	Measured	Result
Total Fixture Lumens	—	3,235,473 lumens	—
Backlight: Lumens	15% or less	2.88%	PASS
Backlight: Spill	2.0 lux or less	0.08 lux	PASS
Uplight: Lumens	8% or less	0%	PASS
Glare: Max Candela	1000 candela or less	619 candela	PASS
Glare: 80° - 90°	250 lumens	0 lumens	PASS
<b>Application Efficiency</b>			
	Standard	Measured	Result
Total Fixture Watts	—	26,298 watts	—
Applied Lumens	—	2,801,054 lumens	—
Application Efficiency	70+ (lumens per watt)	107	PASS

Lighting Performance Result

PASS



# St Johns Gamble Rogers Phase 2

Saint Augustine, FL

## Lighting System

Pole/Fixture Summary							
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit	
S1-S2	70'	70'	4	TLC-LED-1200	4.68 kW	A	
		70'	4	TLC-LED-1200	4.68 kW	B	
S3-S4	70'	70'	4	TLC-LED-1200	4.68 kW	A	
4			24		28.08 kW		

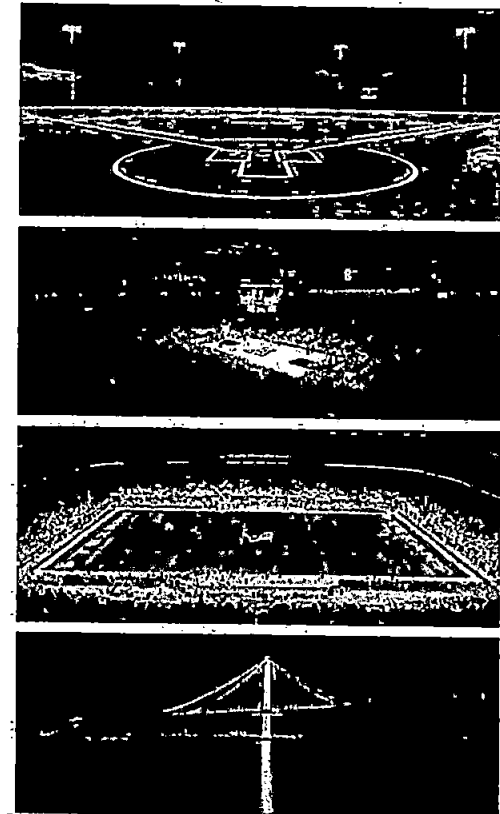
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Soccer	18.72 kW	16
B	Small Soccer	9.36 kW	8

Fixture Type Summary							
Type	Source	Wattage	Lumens	L80	L90	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>81,000	>81,000	>81,000	24

## Light Level Summary

Calculation Grid Summary									
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty	
		Ave	Min	Max	Max/Min	Ave/Min			
Small Soccer	Horizontal Illuminance	24.1	7	48	7.02	3.45	B	8	
Soccer	Horizontal Illuminance	29.7	22	41	1.86	1.35	A	16	

## From Hometown to Professional



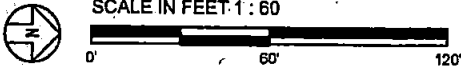
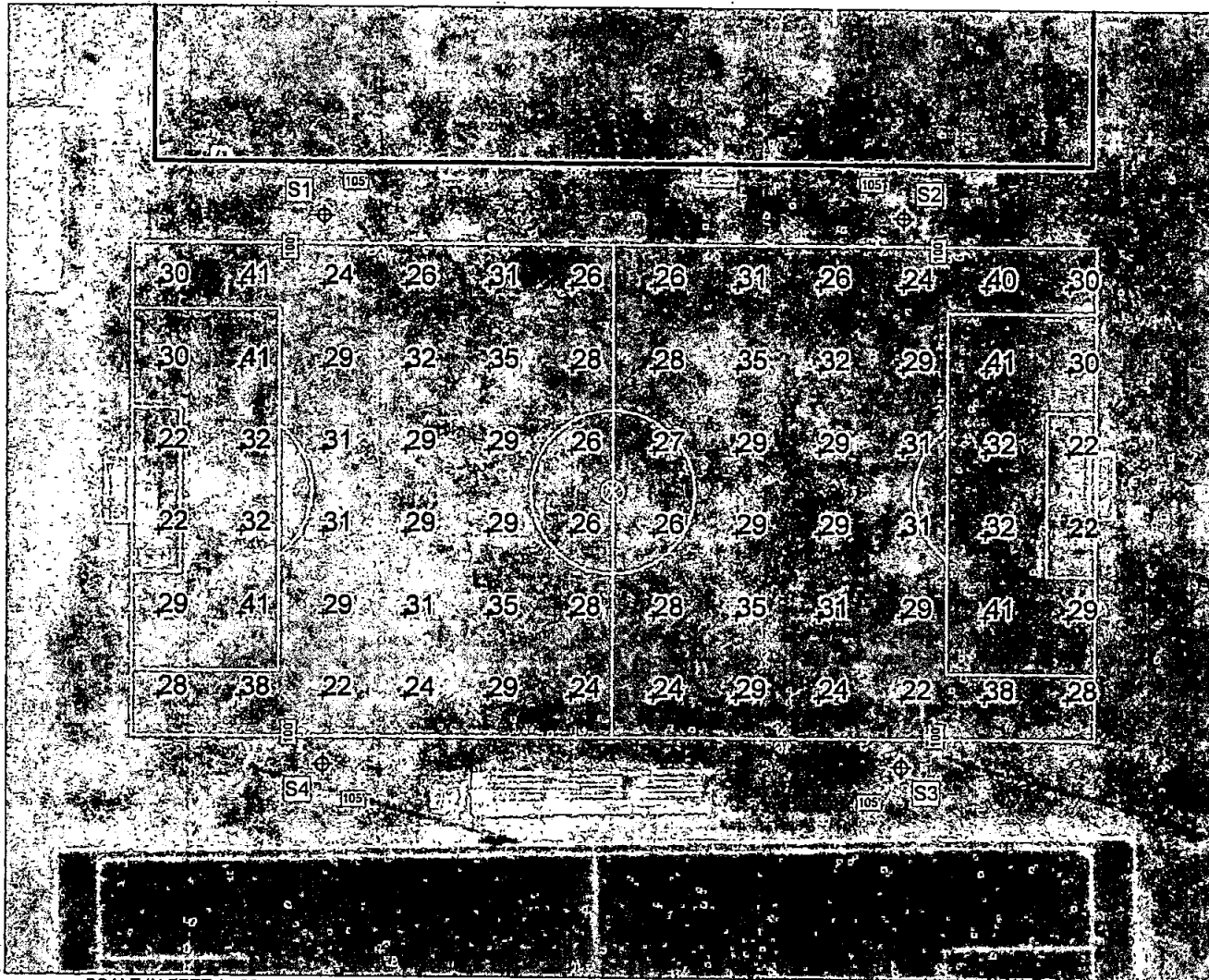
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# St Johns Gamble Rogers Phase 2

Saint Augustine, FL

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	S1-S2	70'		70'	TLC-LED-1200	4/4*	4	4
2	S3-S4	70'		70'	TLC-LED-1200	4	4	0
4	TOTALS					24	16	8

\* This structure utilizes a back-to-back mounting configuration



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Russell Huddleston • File #1492348 • 28-May-19

## GRID SUMMARY

Name: Soccer  
 Size: 350' x 180'  
 Spacing: 30.0' x 30.0'  
 Height: 3.0' above grade

## ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Guaranteed Average:	25		
Scan Average:	29.74		
Maximum:	41		
Minimum:	22		
Avg / Min:	1.34		
Guaranteed Max / Min:	2.5		
Max / Min:	1.86		
UG (adjacent pts):	1.70		
No. of Points:	72		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	136,000 lumens		
No. of Luminaires:	16		
Total Load:	18.72 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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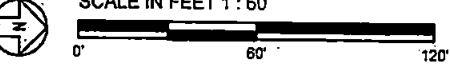
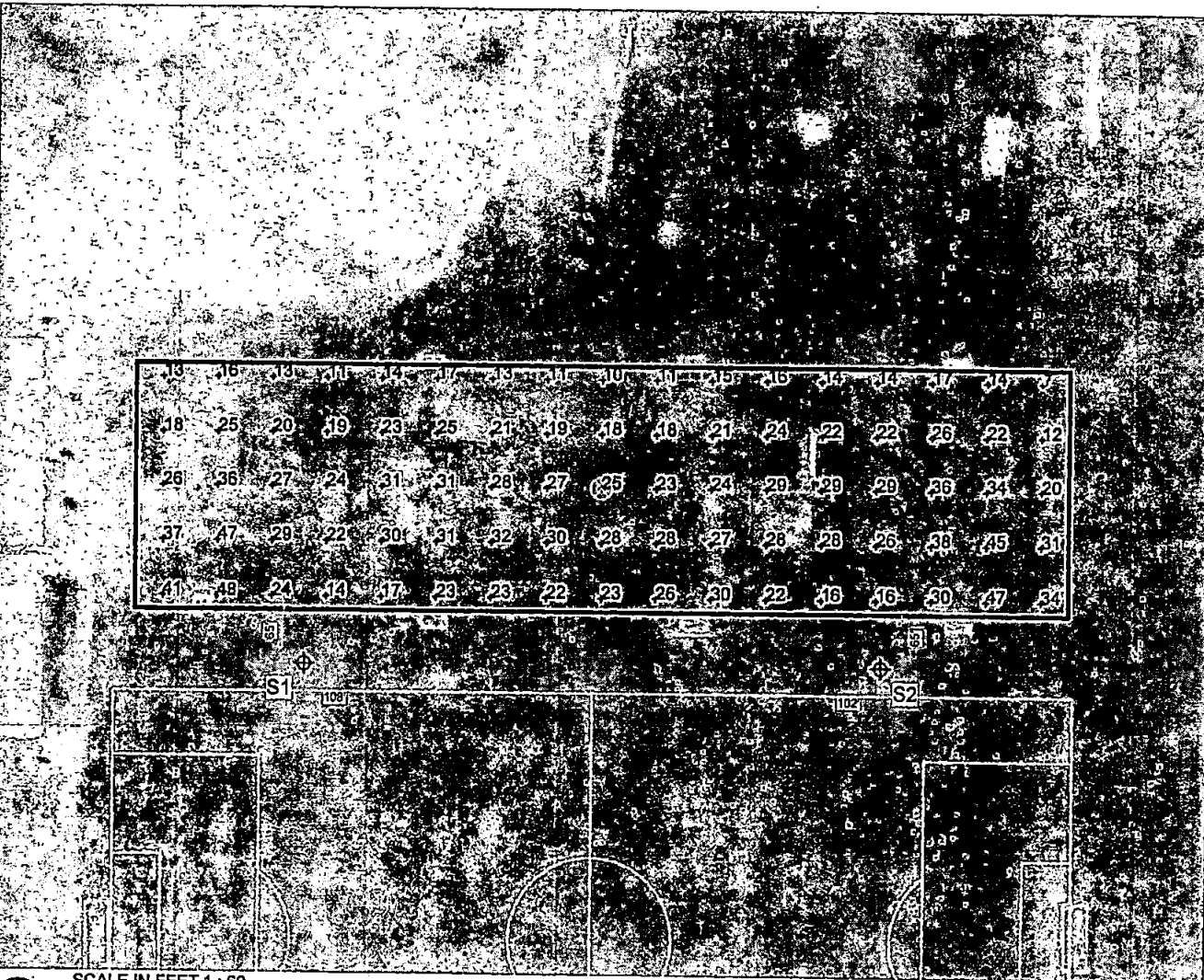
## ILLUMINATION SUMMARY

# St Johns Gamble Rogers Phase 2

Saint Augustine, FL

EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	S1-S2	70'		70'	TLC-LED-1200	4/4*	4	4
2	TOTALS					16	8	8

\* This structure utilizes a back-to-back mounting configuration



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

GRID SUMMARY	
Name:	Small Soccer
Size:	340' x 90'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Scan Average:	24.94		
Maximum:	48		
Minimum:	7		
Avg / Min:	3.53		
Max / Min:	7.02		
UG (adjacent pts):	2.10		
No. of Points:	85		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	136,000 lumens		
No. of Luminaires:	8		
Total Load:	9.36 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

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## ILLUMINATION SUMMARY

# St Johns Gamble Rogers Phase 2

Saint Augustine, FL

## EQUIPMENT LAYOUT

### INCLUDES:

- Small Soccer
- Soccer

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume  $\pm 3\%$  nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

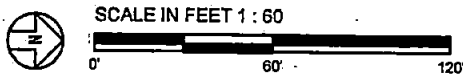
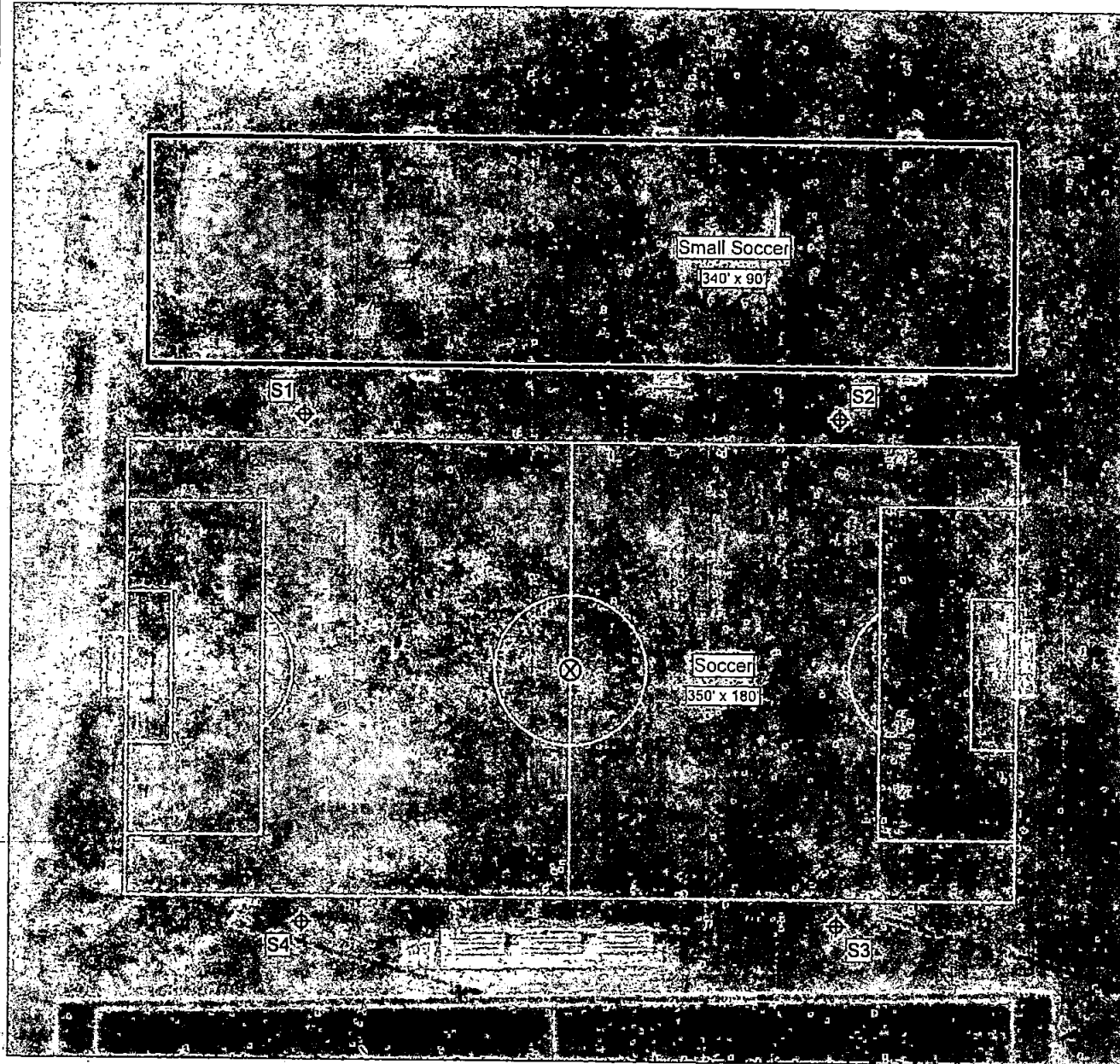
## EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires		
				MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
2	S1-S2	70'		70'	TLC-LED-1200	4/4*
2	S3-S4	70'		70'	TLC-LED-1200	4
TOTALS						24

\* This structure utilizes a back-to-back mounting configuration

## SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications [90 min power factor]	Line Amperage Per Luminaire [max draw]						
	208 (60)	220 (60)	240 (60)	277 (50)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	7.0	6.6	6.1	5.2	4.2	3.8	3.0
TLC-LED-1200							



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Russell Huddleston • File #149234B • 28-May-19

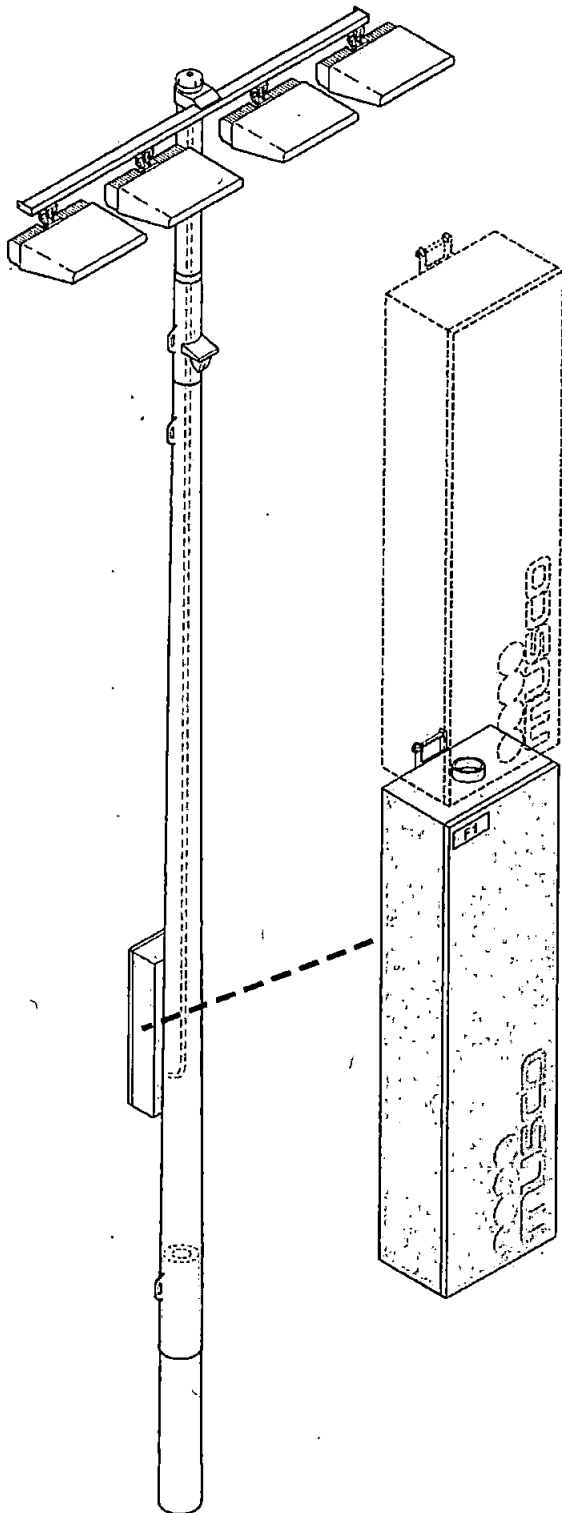


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**EQUIPMENT LAYOUT**

**TLC for LED® – Electrical Components Enclosure**



**Overview**

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick connect plugs fasten to the wire harness.

**Features**

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Disconnect per circuit

**Technical Specifications**

For amperage draws and circuitry refer to project specific document.

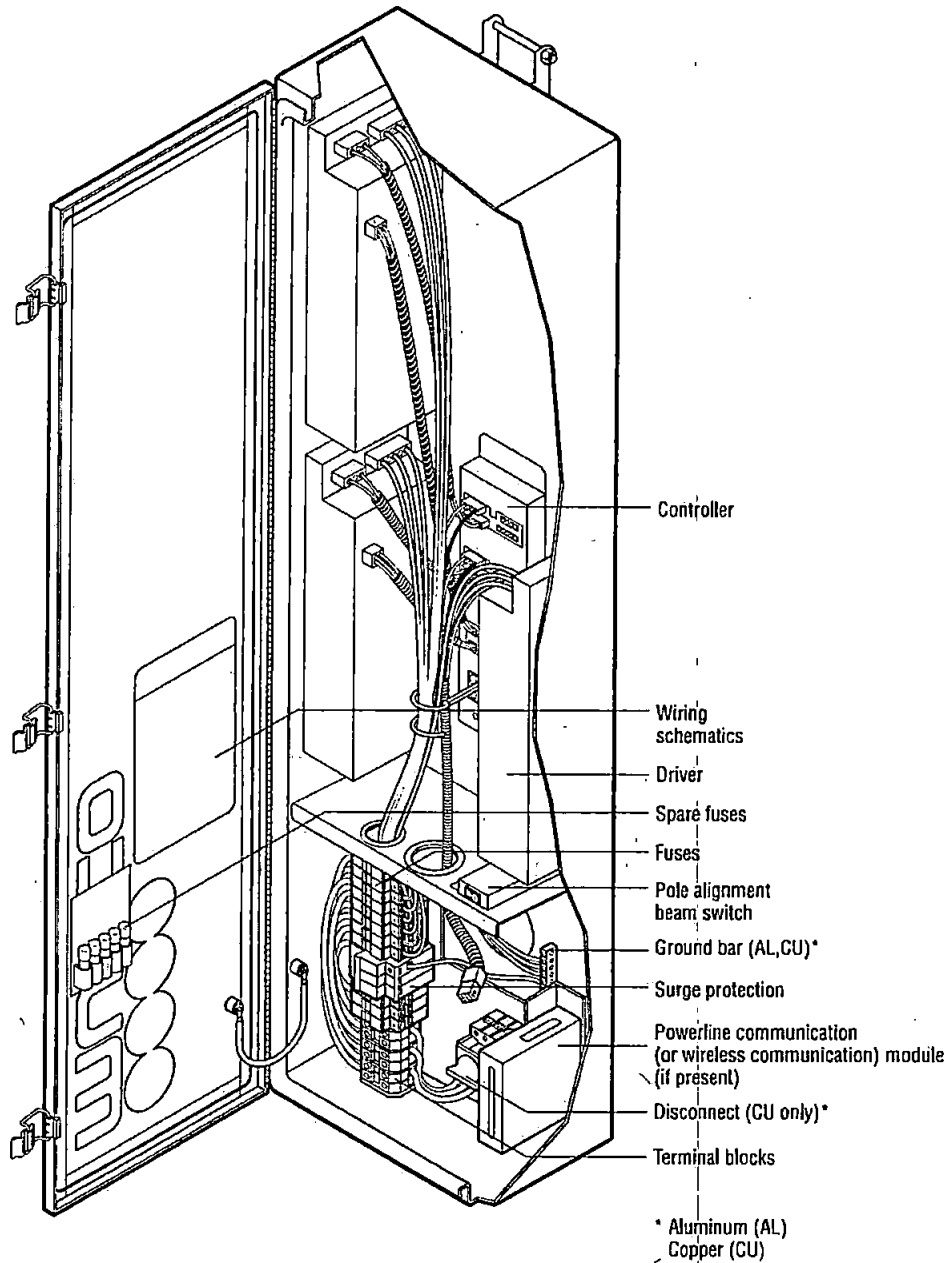
**Construction**

- 0.08 inch (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 50° C (122° F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets touchsafe standards
- Up to four drivers per enclosure
- Approximate weight 65 lb (29 kg)
- Lower enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 52.5 in (1334 mm) high
- Upper enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 40.5 in (1029 mm) high

**Quality Assurance Tests**

- Grounding continuity
- High potential dielectric withstand
- Full functionality test

**TLC for LED® – Electrical Components Enclosure**



# Award of Excellence

## Lighting Performance Summary

**Project:** Plantation Park Soccer  
**Location:** Fruit Cove, FL  
**Curfew:** 11:00pm  
**Submitted:** 24 May 19 - 4:49 PM CDT

**Field:** Soccer 1  
**Field type:** Soccer - Class III  
**Environmental Zone:** E2

### Applicable Lighting Standard

	Standard	Measured	Result
Meets IES or HS Standard	—	Yes	PASS

### Applied BUG Analysis

	Standard	Measured	Result
Total Fixture Lumens	—	5,197,157 lumens	—
Backlight: Lumens	15% or less	0%	PASS
Backlight: Spill	2.0 lux or less	0.2 lux	PASS
Uplight: Lumens	8% or less	0%	PASS
Glare: Max Candela	1000 candela or less	919 candela	PASS
Glare: 80° - 90°	250 lumens	18 lumens	PASS

### Application Efficiency

	Standard	Measured	Result
Total Fixture Watts	—	35,079 watts	—
Applied Lumens	—	4,545,077 lumens	—
Application Efficiency	70+ (lumens per watt)	130	PASS

## Lighting Performance Result

# PASS

# Plantation Park Soccer

Fruit Cove, FL

## Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1-S4	70'	70'	5	TLC-LED-1200	5.85 kW	A
SS-S8	70'	70'	5	TLC-LED-1200	5.85 kW	B
<b>8</b>			<b>40</b>		<b>46.80 kW</b>	

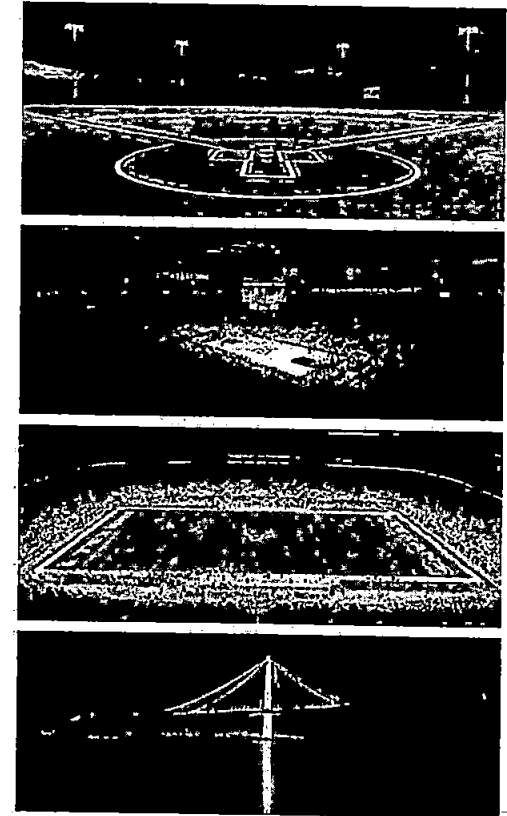
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Soccer 1	23.4 kW	20
B	Soccer 2	23.4 kW	20

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>81,000	>81,000	>81,000	40

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer 1	Horizontal Illuminance	30.1	21	51	2.48	1.43	A	20
Soccer 2	Horizontal Illuminance	30.1	21	52	2.47	1.43	B	20
Tree Line Spill	Horizontal	0.26	0.02	0.60	33.15	13.25	A,B	40
Tree Line Spill	Max Candela (by Fixture)	4297	922	8975	9.73	4.66	A,B	40

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**PROJECT SUMMARY**



EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'		70'	TLC-LED-1200	5	5	0
TOTALS:						20	20	0

## Plantation Park Soccer

Fruit Cove, FL

GRID SUMMARY	
Name:	Soccer 1
Size:	360' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

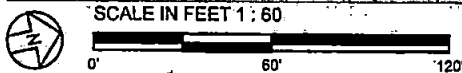
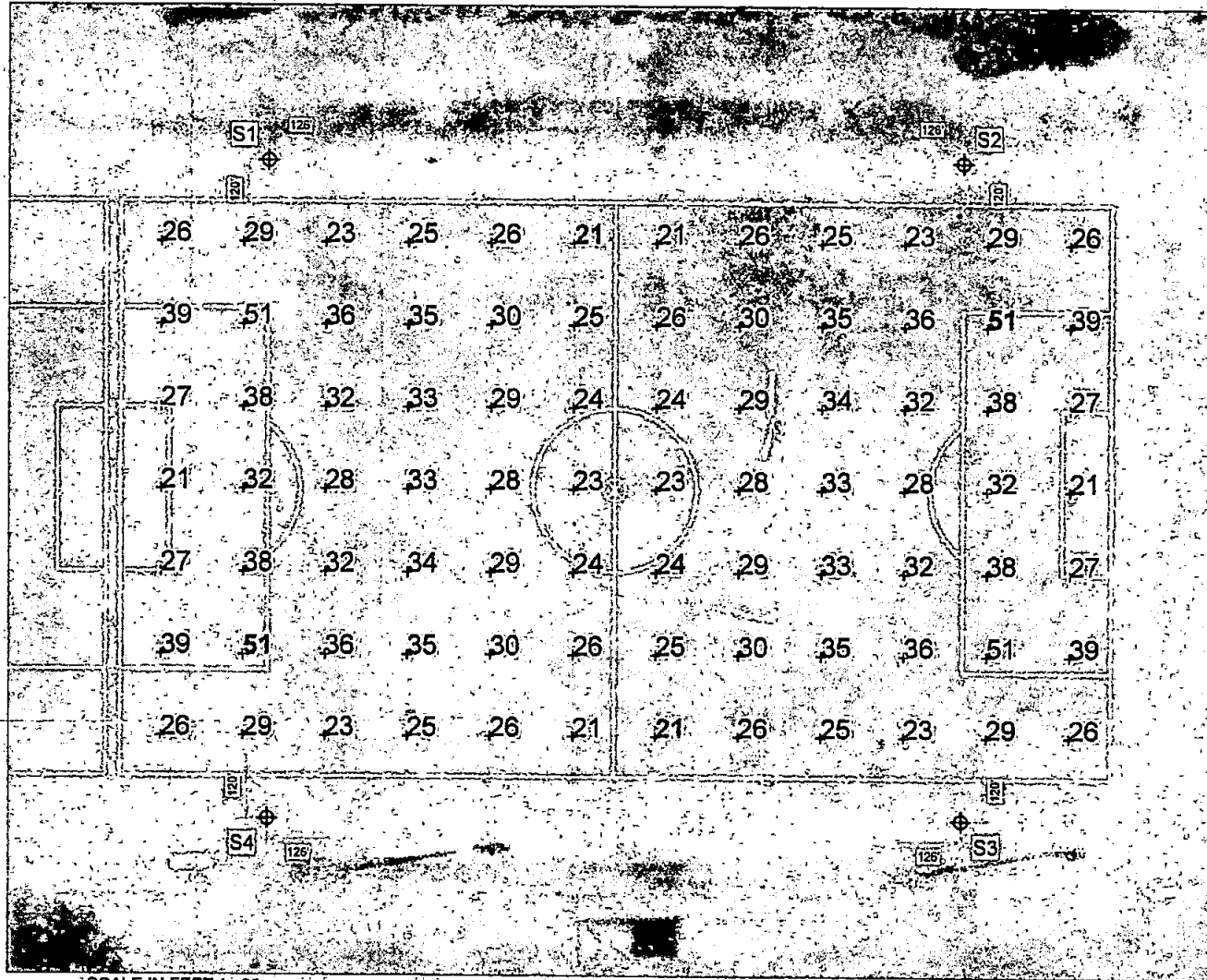
ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Guaranteed Average:	30		
Scan Average:	30.12		
Maximum:	51		
Minimum:	21		
Avg / Min:	1.46		
Guaranteed Max / Min:	23		
Max / Min:	2.48		
UG (adjacent pts):	1.77		
CU:	0.88		
No. of Points:	84		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	136,000 lumens		
No. of Luminaires:	20		
Total Load:	23.4 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

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**ILLUMINATION SUMMARY**

**EQUIPMENT LIST FOR AREAS SHOWN**

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S5-S8	70'		70'	TLC-LED-1200	5	5	0
TOTALS:						20	20	0

**Plantation Park Soccer**

Fruit Cove, FL

**GRID SUMMARY**

Name: Soccer 2  
 Size: 360' x 210'  
 Spacing: 30.0' x 30.0'  
 Height: 3.0' above grade

**ILLUMINATION SUMMARY**

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

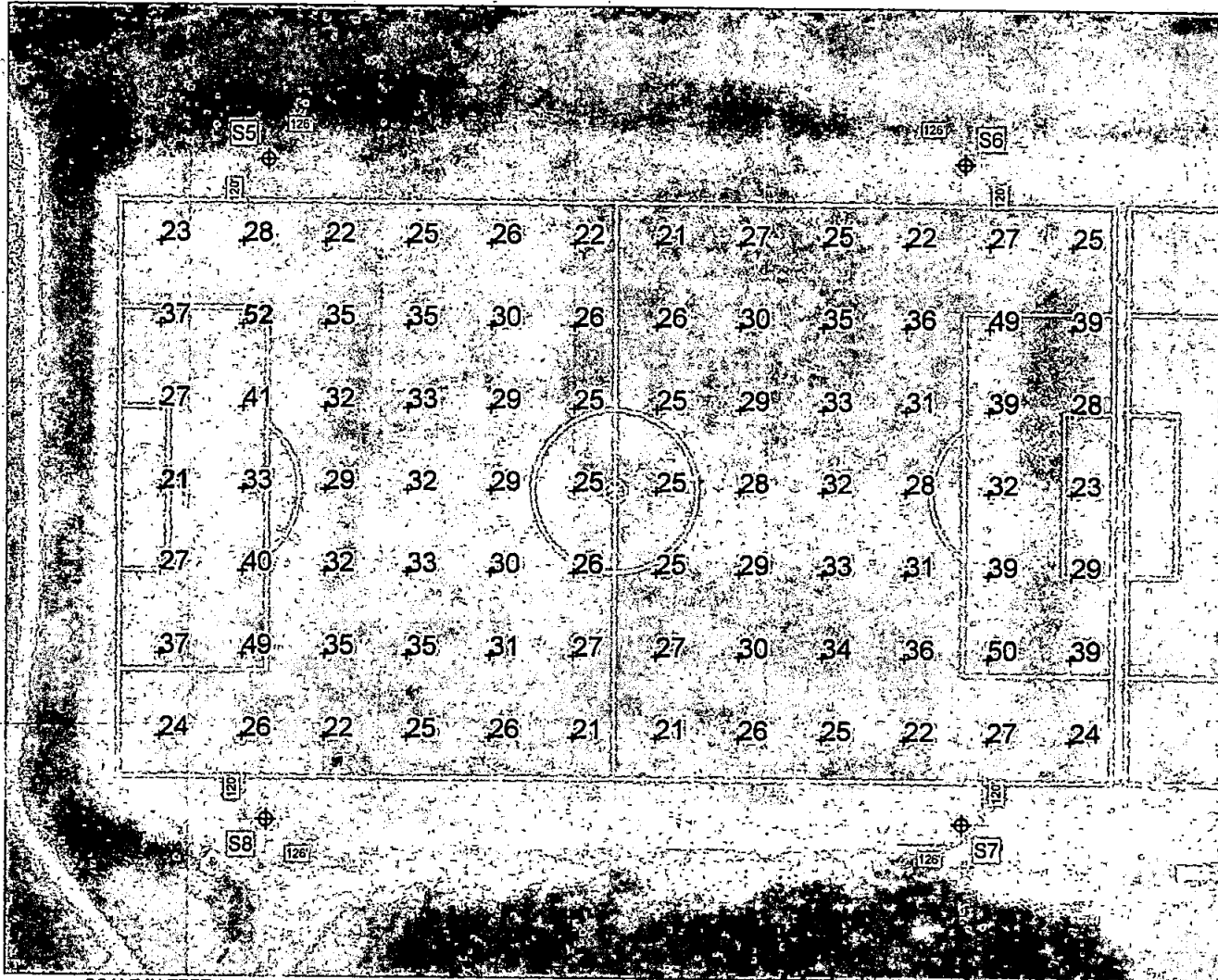
Guaranteed Average:	<b>30</b>
Scan Average:	30.07
Maximum:	52
Minimum:	21
Avg / Min:	-1.44
Guaranteed Max / Min:	<b>25</b>
Max / Min:	2.47
UG (adjacent pts):	1.86
CU:	0.87
No. of Points:	84

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI  
 Luminaire Output: 136,000 lumens  
 No. of Luminaires: 20  
 Total Load: 23.4 kW

Luminaire Type	Lumen Maintenance		
	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

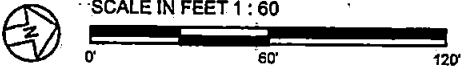
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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**ILLUMINATION SUMMARY**

EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
8	S1-S8	70'		70'	TLC-LED-1200	5	5	0
8	TOTALS					40	40	0

## Plantation Park Soccer

Fruit Cove, FL

GRID SUMMARY	
Name:	Tree Line Spill
Spacing:	30.0'
Height:	3.0' above grade

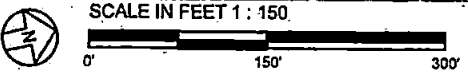
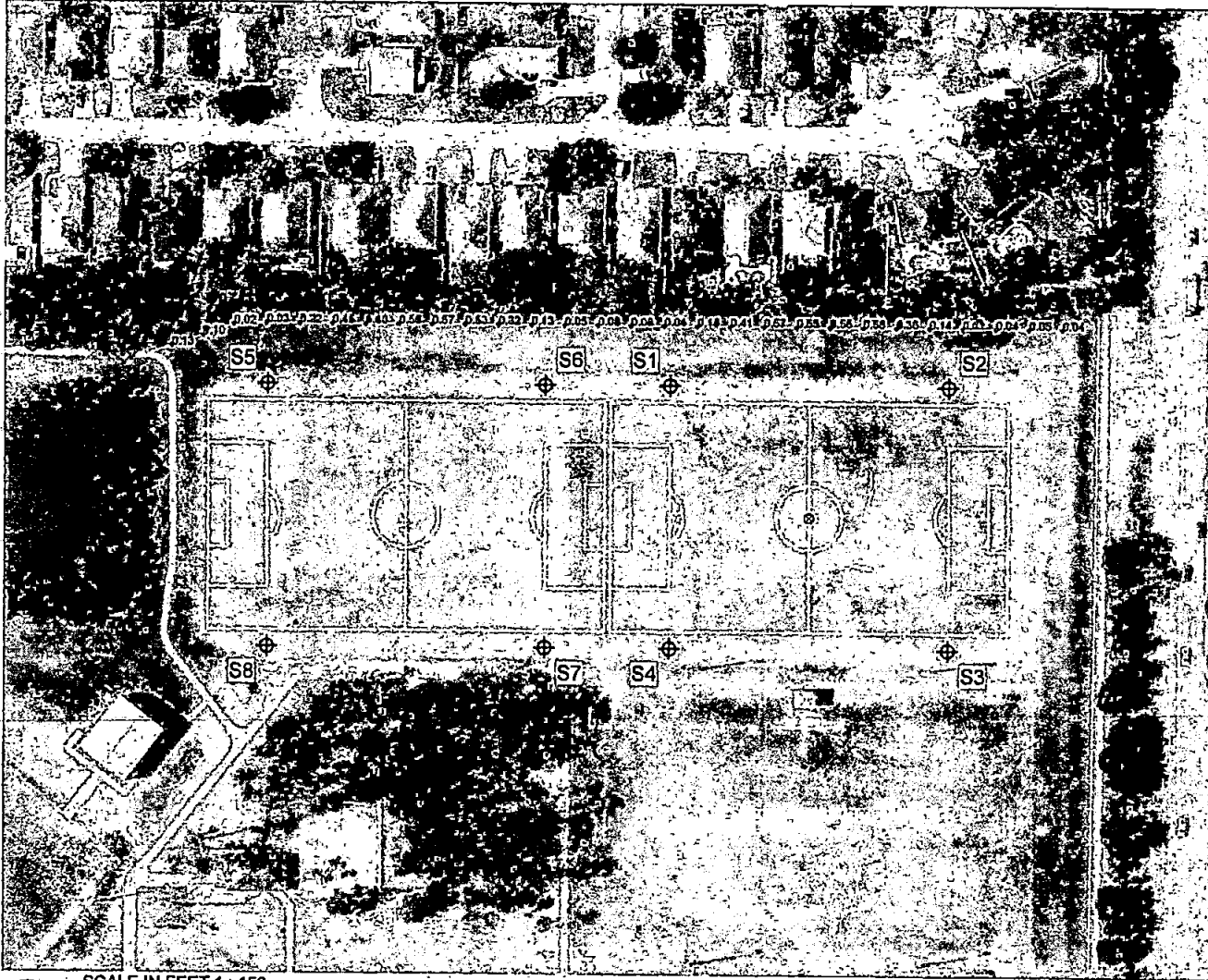
ILLUMINATION SUMMARY			
HORIZONTAL FOOTCANDLES			
Entire Grid			
Scan Average:	0.2649		
Maximum:	0.60		
Minimum:	0.02		
No. of Points:	28		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	136,000 lumens		
No. of Luminaires:	40		
Total Load:	46.8 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume  $\pm 3\%$  nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

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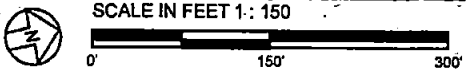
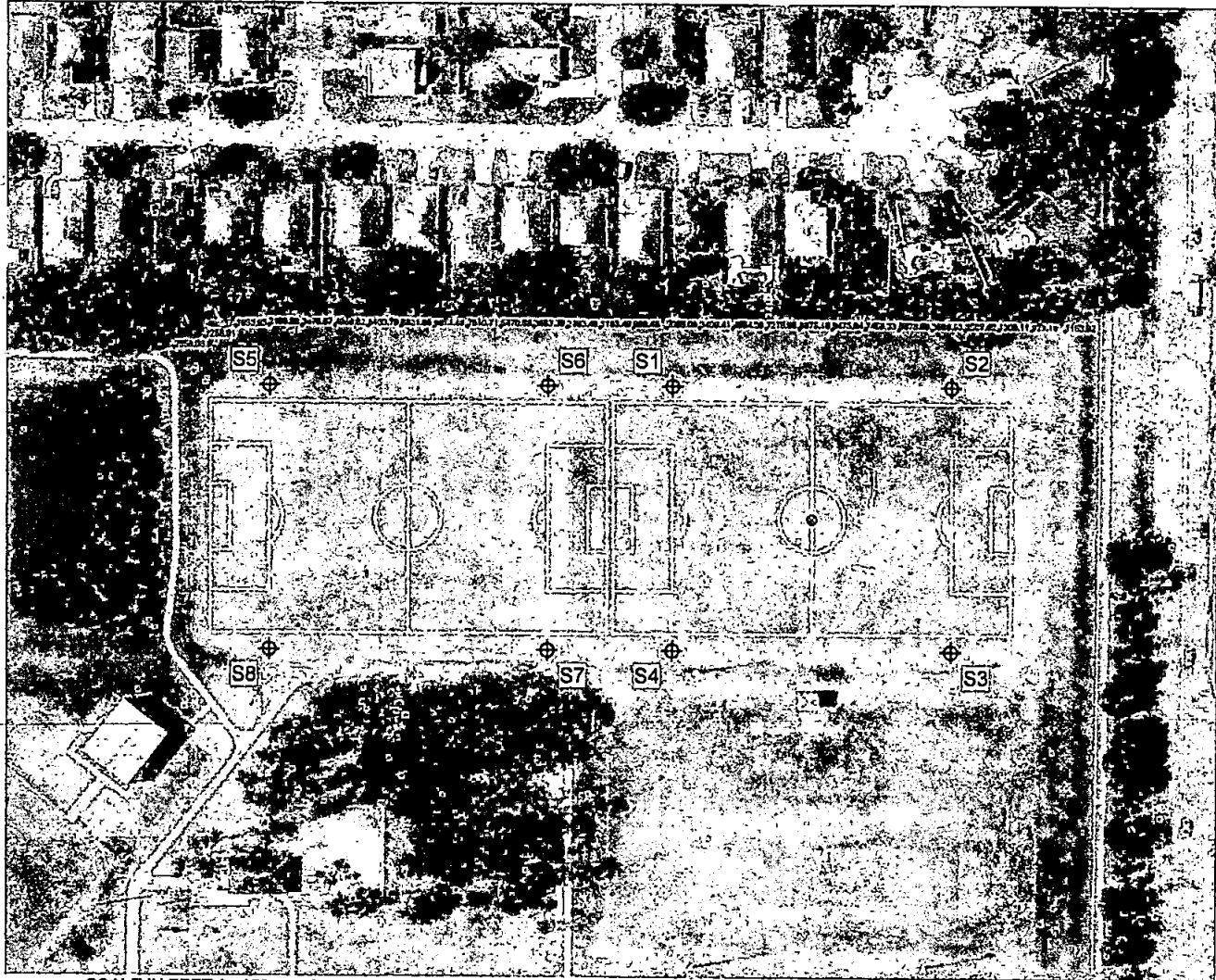
### ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
8	S1-S8	70'		70'	TLC-LED-1200	5	5	0
TOTALS:						40	40	0

**Plantation Park Soccer**  
Fruit Cove, FL

GRID SUMMARY	
Name:	Tree Line Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
CANDELA (PER FIXTURE)			
Scan Average:	4296/8306		
Maximum:	8974.68		
Minimum:	-922.10		
No. of Points:	28		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	136,000 lumens		
No. of Luminaires:	40		
Total Load:	46.8 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000
Reported per TM-21-11. See luminaire datasheet for details.			



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

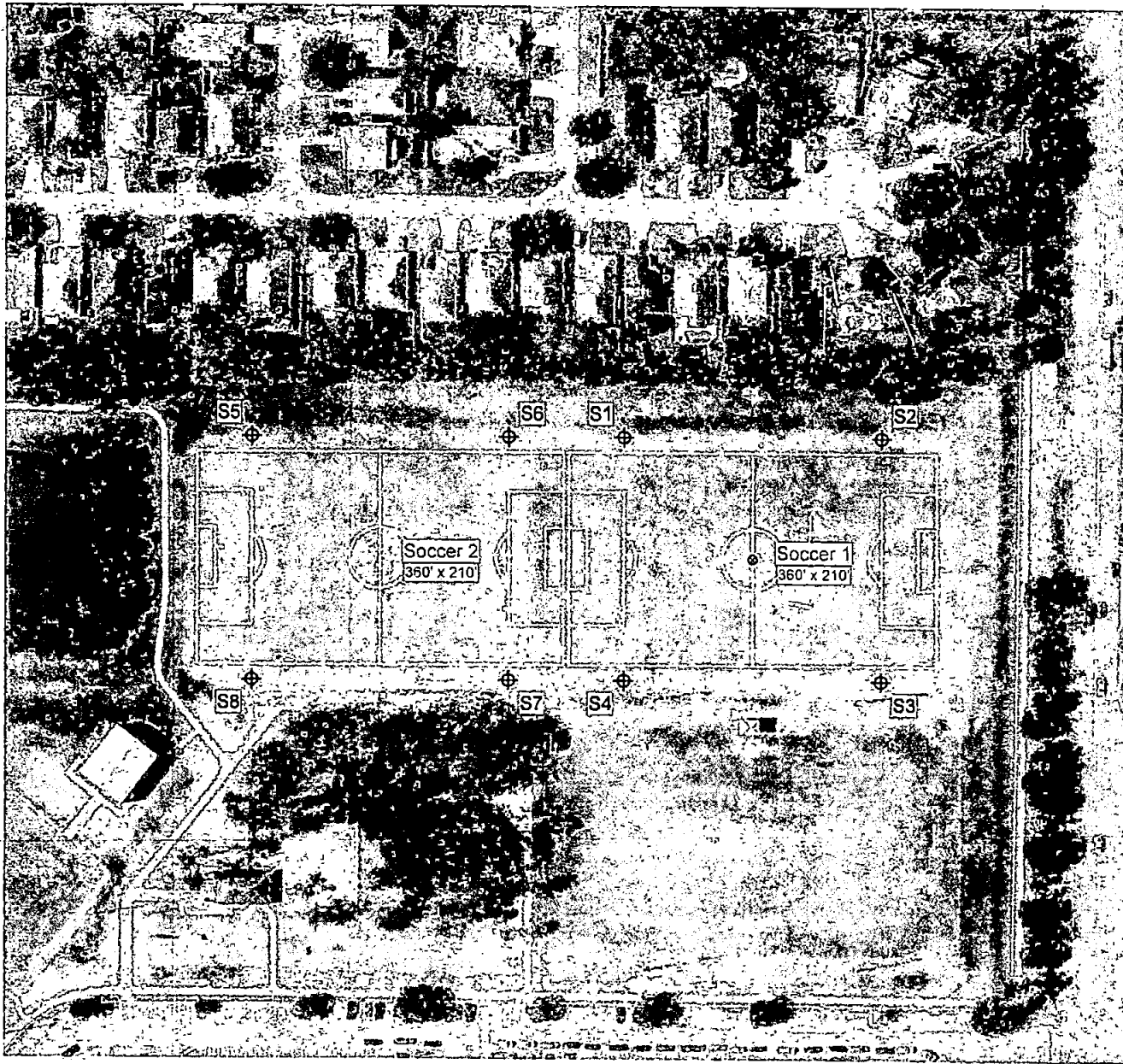
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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**ILLUMINATION SUMMARY**



# Plantation Park Soccer

Fruit Cove, FL

## EQUIPMENT LAYOUT

**INCLUDES:**

- Soccer 1
- Soccer 2

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

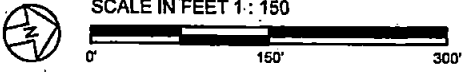
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

## EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	Pole		Luminaires		QTY / POLE
			GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE		
8	S1-S8	70'		70'	TLC-LED-1200		5
8	TOTALS						40

## SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	7.0	6.6	6.1	5.2	4.2	3.8	3.0
TLC-LED-1200							



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Ben Drost • File #184052B • 24-May-19



**We Make It Happen.**

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**EQUIPMENT LAYOUT**

## Section 5

# Annual Maintenance Pricing Proposal



# M. Gray



CONSTRUCTORS, INC.  
Electrical & Sports Lighting

St Johns County Purchasing Department

May 30, 2019

Re: Brief Statement of Services Required

To Whom It May Concern,

We are pleased to offer you our statement of our understanding of this project. We intend to install sports lighting on three soccer fields, two fields at Plantation Park on Race Track Road, and one field at Gamble Rogers Middle School on US 1 South.

- In both cases we intend to provide one underground service feeder from an existing power company transformer to a new service panel that will feed the Musco Controllers which in turn will feed the new pole lights.
- We intend to install four poles at Gamble Rogers Middle School, and eight poles at Plantation Park.
- We intend to use PVC conduit as our wiring method on this project, with GRC risers at the service panel and Musco Controllers.
- We have included our service and Musco controllers set on racks using concrete posts with galvanized unistrut to attach the electrical equipment.
- All Utility Fees are by others.
- Permitting for Gamble Rogers will need to go through the St Johns County School Board.
- All electrical systems will be designed by a licensed Electrical Engineer per State of Florida requirements.
- All conduits will be routed around the soccer fields, avoiding damage to the playing field.
- Working hours will be Monday through Thursday 7:00 to 5:30.
- Musco has included a 25-year warranty with this project.

**Plantation Park: \$474,510.00**

**Gamble Rogers: \$299,850.00**

**Total: \$774,360.00 (Seven Hundred Seventy-Four Thousand Three Hundred Sixty Dollars)**





# Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Owner: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Covered product(s): \_\_\_\_\_

Date issued: \_\_\_\_\_ Expiration: \_\_\_\_\_

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

## Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

## Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

## Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

## Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

## Structural Integrity

Your project has been designed to \_\_\_\_\_  
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

### Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control - TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

#### Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

#### 5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

b. **Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

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

Vice President of Sales

## Section 6

### Administrative Information



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**BUSINESS AUTO ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- D. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- E. Airbag Coverage - Accidental Discharge**
- F. Knowledge and Notice of an Accident, Claim or Suit**
- G. Unintentional Failure To Disclose Hazards**
- H. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through H. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than**

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

## B. SUPPLEMENTAL PAYMENTS

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

## C. COVERAGE EXTENSIONS

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:**

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

### c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

## D. ADDITIONAL COVERAGES

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:**

5. We will pay the expense of returning a stolen covered "auto" to you.

### 6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or

- (b) Required by local ordinance.

No deductible applies to this additional coverage.



**E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a.** is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

**F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions** is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order,

notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**H. DEFINITIONS**

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC ID: (Essential) c/o Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas, TX 75244	<b>CONTACT NAME:</b> Jennifer Hauger
	<b>PHONE (A/C, No, Ext):</b> 972-404-0295 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jennifer.hauger@firststarhr.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> SUNZ Insurance Company	<b>NAIC #</b> 34762
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 Essential HR Inc.  
 dba FirstStar HR  
 4455 LBJ Freeway  
 Suite 1080  
 Dallas TX 75244


**COVERAGES** **CERTIFICATE NUMBER:** 48942146 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <b>DED</b> <b>RETENTION S</b>					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC025-00001-018 WCPEO0000184-05	10/1/2018 10/1/2017	10/1/2019 10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: M. Gay Constructors Inc.  
 Effective date: 4/11/18

<b>CERTIFICATE HOLDER</b> 62200066  St. Johns County, FL 500 San Sebastian View St. Augustine FL 32084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Rick Leonard
---	---

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**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**St. Johns County Board of County Commissioners**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that:

M. Gay Constructors, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature of Authorized Representative

Michael Gay, President  
\_\_\_\_\_  
Printed Name & Title

May 30, 2019  
\_\_\_\_\_  
Date

M. Gay Constructors, Inc.  
\_\_\_\_\_  
Full Legal Company Name

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**AFFIDAVIT**

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

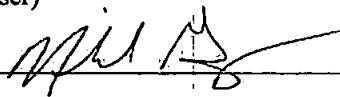
The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval Before me, the undersigned authority, personally appeared W. Michael Gay who, being duly sworn, deposes and says he is President (Title) of

M. Gay Constructors, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

W. Michael Gay  
(Proposer)

By   
President, M. Gay Constructors, Inc.  
(Title)

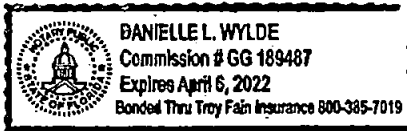
STATE OF Florida )

COUNTY OF Duval )

Subscribed and sworn to before me this 30th day of May, 2019, by W. Michael Gay who personally appeared before me at the time of notarization; and who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Notary Public Danielle L. Wylde

My commission expires:  
April 6, 2022



**RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.**

REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF M. Gay Constructors, Inc.  
{insert entity name}, being of lawful age and being duly sworn I,  
Michael Gay President  
{insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative,  
etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of May 30, 2019.

  
\_\_\_\_\_  
Signature of Affiant

STATE OF Florida )

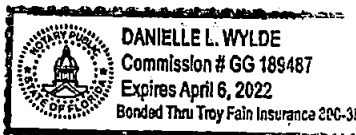
COUNTY OF Duval )

Subscribed and sworn to before me this 30th day of May, 2019, by Michael Gay  
who personally appeared before me at the time of notarization, and who is personally known to me or who  
has produced

\_\_\_\_\_ as identification.

  
Notary Public Danielle L. Wylde

My commission expires:  
April 6, 2022



**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

William Michael Gay

Authorized Representative(s) :

  
Signature

Michael Gay, President

Print Name/Title

Signature

Print Name/Title

M. Gay Constructors, Inc.

Full Legal Company Name



# Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Owner: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Covered product(s): \_\_\_\_\_

Date issued: \_\_\_\_\_ Expiration: \_\_\_\_\_

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

## Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

## Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

## Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

## Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

## Structural Integrity

Your project has been designed to \_\_\_\_\_  
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

### Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control - TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We," "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

#### Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.  
  
You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.  
  
You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.
- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

#### 5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
- e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
- 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
- 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

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

Vice President of Sales



**REQUEST FOR PROPOSALS (RFP) NO: 19-56**  
**DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

NA

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No  If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes NA No \_\_\_\_\_  
If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

NA

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,  
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to St. Johns County, Florida (Hereinafter referred to as "County") by Michael Gay, President

(Print individual's name and title)

for M. Gay Constructors, Inc. whose business

(Print Name of entity submitting sworn statement)

address is PO Box 26249 Jacksonville, FL 32226

and its Federal Employer Identification Number (FEIN) is 59-3097398. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Michael Gay, President, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of M. Gay Constructors, Inc.

(Print Name of entity submitting sworn statement)

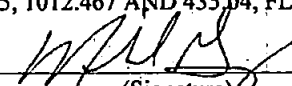
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract to perform services on school grounds.
5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.
7. I understand that as a private contractor (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.
8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors must be

obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

- 9. I understand that St. Johns County, FL will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
- 10. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present; shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
- 12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business on school grounds in St. Johns County, FL.
- 13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

  
\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this 30th day of May, 2019.

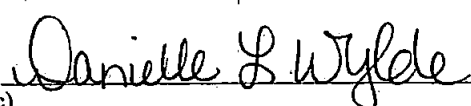
Personally known  \_\_\_\_\_

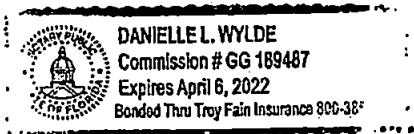
OR Produced Identification \_\_\_\_\_

Notary Public – State of Florida \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires April 6, 2022 \_\_\_\_\_

  
\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)





## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

May 22, 2019

**To: Prospective Respondents**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 19-56; Design, Purchase, and Installation of Sports Lighting**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original hard copy and one (1) electronic copy of each signed Addendum with the submitted proposal, as provided in the RFP Document.

#### **Questions/Answers:**

1. What is the Illuminating Engineering Society (IES) level of recreational competition at Plantation Park and Gamble Rodgers Middle School Soccer Field?  
**Answer: Thirty (30) Footcandle Levels.**
2. Will the fields at Plantation Park be controlled as Field One (1) and Field Two (2) or controlled together?  
**Answer: Field One (1) and Field Two (2).**
3. Where is the transformer located at Plantation Park for operating the sports lighting?  
**Answer: Please see Plantation Park Site Plan dated July 2007 which shall be uploaded to DemandStar as a separate attachment to this Addendum.**
4. What are the sports lighting design requirements for the following criteria:
  - a. Light Levels (i.e. 30 footcandles average)
  - b. Uniformities
  - c. Number of grid points for area to be lighted
  - d. Number of poles
  - e. Minimum mounting heights
  - f. Off-site and environmental requirements (spill values and candela values)

#### **Answers: Please see below:**

- a. **Thirty (30) Footcandles average for Recreational Sports.**
  - b. **Lighting uniformity shall adhere to the Illuminating Engineering Society of North America, IESNA RP-6-15 Sports and Recreational Area Lighting Standards for LED Technology.**
  - c. **Seventy two (72) for full size multipurpose fields.**
  - d. **Four (4) poles at Gamble Rodgers Middle School Soccer Field and eight (8) poles at Plantation Park.**
  - e. **Pole heights that produce the thirty (30) footcandles most effectively.**
  - f. **Spill and Candela values shall adhere to the Illuminating Engineering Society of North America, IESNA RP-6-15 Sports and Recreational Area Lighting Standards for LED Technology.**
5. Are remote electrical enclosures required?  
**Answer: Yes.**
  6. Are integral ballast/driver technologies approved?

**Answer: No. current LED bulbs require a ballast. While some LED bulbs are engineered to work with an existing ballast, this is a new lighting project so the ballast technology should be unnecessary.**

- 7. Is there a drawing available of the areas to be lighted?  
**Answer: Please see attached aerial maps of both fields of the area(s) to be lighted.**
- 8. What pole types are allowed?  
**Answer: Seventy foot to eighty foot (70'-80') Galvanized Steel Poles.**
- 9. Are designs/quotes for both HID and LED systems required?  
**Answer: LED systems only.**
- 10. If so, are the warranty requirements the same for both technologies?  
**Answer: Yes.**
- 11. Typically the IDA Community Friendly Sports Lighting Certificate is required with the proposal. Is it required for both facilities?  
**Answer: Yes.**
- 12. What is the County curfew for the sports lighting?  
**Answer: 11pm.**
- 13. It is our understanding the IDA program is set-up to evaluate LED systems. If an HID design is required, how will it be evaluated for environmental light control?  
**Answer: See answer to #9 above.**
- 14. What is the wind speed and building code for the projects?  
**Answer: This sports lighting project must adhere to current Florida Building codes for wind speed and construction permit requirements**
- 15. Are signed and sealed structural drawings required?  
**Answer: Yes.**
- 16. Is there geotechnical information available for each facility?  
**Answer: No. Geotechnical information will be the responsibility of the Contractor.**

**Proposal Due Date Remains: Thursday, May 30, 2019 at 4:00 P.M.**

**Acknowledgment**

*W.D. Haddock 5/30/19*  
Signature and Date

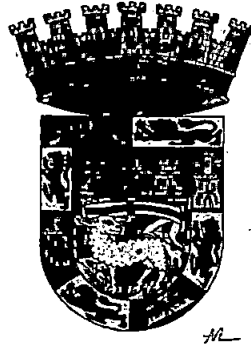
*W.D. (Bill) Haddock, ESTIMATOR*  
Printed Name/Title

*M GAY CONSTRUCTORS*  
Company Name (Print)

Sincerely,

Travis Hembree, BBM  
Procurement Coordinator

**END OF ADDENDUM NO. 1**



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

**REQUEST FOR PROPOSALS**

**RFP No: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF  
SPORTS LIGHTING**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfcl.us/Purchasing/index.aspx](http://www.sjcfcl.us/Purchasing/index.aspx)**

**Final: 4/15/2019**

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- II. INTRODUCTION**
- III. SCOPE OF SERVICES**
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- V. EVALUATION AND AWARD**
- VI. CONTRACT REQUIREMENTS**
- VII. FORMS & ATTACHMENTS**
- VIII. EXHIBIT A: IDA- CRITERIA FOR COMMUNITY-FRIENDLY OUTDOOR SPORTS LIGHTING v1.0. (SEPARATE ATTACHMENT).**

**ST. JOHNS COUNTY, FL – ADVERTISEMENT  
RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 19-56 – DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING.** Interested and qualified respondents may submit proposals, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. **All Proposals must be submitted by or before 4:00PM (EST) on May 30, 2019.** Any Proposals delivered to or received by SJC Purchasing after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced firms to design, purchase, and provide installation of additional sports lighting at Gamble Rogers Soccer Field, located at 6250 US Highway 1 S, St. Augustine, FL 32086 and Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259. The awarded Contractor shall be responsible for providing any and all materials, equipment, labor, supervision and transportation necessary to perform the required services in accordance with the specifications provided herein.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting St. Johns County **RFP #19-56**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available, upon request, from the SJC Purchasing Department. Vendors must provide the following information to receive the RFP Document: full legal company name, address, contact person, email address, and phone number.

**Non-Mandatory Pre-Proposal Meetings and Site Visits** will be held on Wednesday, May 8, 2019 at 12:00 PM beginning at Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259, and then Gamble Rogers Middle School Soccer Field at 2:00 PM, located at 6250 US Highway 1 S, St. Augustine, FL 32086. Attendance at the Pre-Proposal Site Visits are not required for Respondents to be considered for award, but is recommended.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on Thursday, May 16, 2019 to the Designated Point of Contact provided below:

**Designated Point of Contact:** Travis Hembree  
**Procurement Coordinator**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [thembree@sjcfl.us](mailto:thembree@sjcfl.us)

*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 RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Proposals **MUST** be submitted in a **SEALED** envelope or container clearly labeled with: **RFP 19-56 – Design, Purchase, and Installation of Sports Lighting.** Each package must have the respondent's full legal company name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy proposal, which shall include all required documents and any supplemental information, and one (1) exact PDF Copy of the submitted proposal on a USB Drive. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
Attn: Travis Hembree  
500 San Sebastian View  
St. Augustine FL 32084

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for



Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (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 St. Johns County's Purchasing Policy and Procedure Manual.

All of the terms and conditions of the St. Johns County Purchasing Policy and Procedure Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

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

BY: \_\_\_\_\_  
DEPUTY CLERK

# RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING

## PART II: INTRODUCTION

### A. PURPOSE:

St. Johns County Purchasing Department (“Purchasing”) is soliciting Proposals from interested, qualified and experienced firms, to perform services related to Design, Purchase, and Installation of Sports Lighting.

### B. TENTATIVE SCHEDULE OF EVENTS:

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County’s needs.

Advertisement of Request for Proposals	April 18, 2019
Pre-Proposal Meetings / Site Visits	May 08, 2019
Deadline for Questions	May 16, 2019
Issuance of Final Addendum	May 23, 2019
Proposal Submission Deadline	May 30, 2019
Evaluation of Submitted RFP Packages	June 13, 2019
Presentation of Award Recommendation to the SJC BOCC	June 18, 2019
Begin Negotiations of Contract	July 02, 2019
Contract Issuance & Execution	August 11, 2019

### C. DUE DATE & LOCATION:

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **four o’clock (4:00PM) on May 30, 2019**. Any proposals delivered to or received by Purchasing after this deadline will be deemed non-responsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any proposals that do not comply with the requirements set forth herein.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

### D. DESIGNATED POINT OF CONTACT:

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Travis Hembree, Procurement Coordinator, at [thembree@sjcfl.us](mailto:thembree@sjcfl.us).

In the event the Designated Point of Contact provided above is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Ms. Leigh Daniels, CPPB, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

### E. NON-MANDATORY PRE-PROPOSAL MEETINGS AND SITE VISITS

**Non-Mandatory Pre-Proposal Meetings and Site Visits** will be held on Wednesday, May 8, 2019 at 12:00 PM beginning at Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259, and then Gamble Rogers Middle School Soccer Field at 2:00 PM, located at 6250 US Highway 1 S, St. Augustine, FL 32086. Attendance at the Pre-Proposal Site Visits are ***not*** required for Respondents to be considered for award, but is recommended

### F. SUBMITTAL OF QUESTIONS/INQUIRIES:

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o’clock (5:00PM) EST on Thursday, May 16, 2019. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

**G. ADDENDA:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

**H. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**I. PUBLIC RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. 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.

**J. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**K. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual and all applicable laws, regulations, and rules. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

**PART III: SCOPE OF SERVICES**

**A. GENERAL INFORMATION:**

The purpose of this RFP is to solicit responses from interested and qualified vendors to design, purchase, and provide installation of additional sports lighting at Gamble Rogers Soccer Field, located at 6250 US Highway 1 S, St. Augustine, FL 32086 and Plantation Park, located at 3138 Race Track Rd., St. Johns, FL 32259. The awarded Contractor shall be responsible for providing any and all materials, equipment, labor, supervision and transportation necessary to perform the required services in accordance with the specifications provided herein.

**B. MINIMUM REQUIRED SCOPE OF WORK:**

The awarded firm shall be required to provide all labor, equipment, materials, supervision and transportation necessary to design, purchase, and install sports lighting at Gamble Rogers Soccer Field and Plantation Park throughout the duration of the awarded contract. This shall include, at a minimum, the areas of services described below. The information provided below is a description of the minimum requirements for services to be performed by the Contractor, and may be adjusted in more detail, during negotiations with the awarded firm.

The primary goals of this sports lighting project are:

1. Life Cycle Cost: The preferred lighting system shall be energy efficient and cost effective to operate. All maintenance cost shall be included in the offered warranty, as described elsewhere in this document. The field(s) shall be proactively monitored to detect fixture outages over a twenty five (25) year life cycle. Lights will be controllable via remote on/off controls.
2. Environmental Light Control: Lighting should not negatively impact the community, players or spectators with excessive spill light or glare. Lighting should adhere to the International Dark-Sky Association (IDA) -Criteria for Community-Friendly Outdoor Sports Lighting v1.0 referenced in Exhibit A.
3. Guaranteed Constant Light Levels: The lighting system is to be designed so that constant light levels are guaranteed for a period of twenty five (25) years, for the safety of players and enjoyment of spectators.

**C. WORK & PRODUCT REQUIREMENTS:**

- The contractor shall provide and install equipment necessary to provide a complete operational Green Lighting System that is energy efficient and cost effective to operate, does not negatively impact the community with excessive spill light or glare and provides guaranteed constant light levels for twenty five (25) years. Items to be provided and installed by the contractor include, but shall not be strictly limited to the following:
  1. Electrical wire in conduit shall be THHN or THWN.
  2. Electrical conduit shall be Schedule forty (40) PVC
  3. All labor and materials necessary to install NEW contactors and controls.
  4. Install poles and add all new wiring to each new pole location.
  5. All labor and materials necessary to aim lighting.
  6. All labor and materials necessary to install lamps and reflectors on pole top assembly.
- Light Level Requirements Contractor shall provide computer models guaranteeing constant light levels on the field over twenty five (25) years. Lighting calculations shall be developed and field measurements taken at Gamble Rogers and Plantation Park.
- Due to glare control concerns, a minimum mounting height shall be used to ensure sufficient vertical aiming angles which reduce glare and help ensure the illumination on the playing field is balanced, providing adequate modeling of the ball for optimal playability. Due to the type and level of play expected on the field mounting heights shall be mounted to the top of the new poles.

**D. REMOTE BALLAST ELECTRICAL PERFORMANCE:**

- To allow convenient access to major electrical components and to remove excess weight from the cross arms, the electrical component enclosure (ECE), shall house the ballasts, capacitors, fuses for each luminaries and lock out/tag out disconnect switch for each pole structure. The ECE shall be located on the pole approximately ten (10) feet above grade and should be lockable.
- Electrical component enclosures shall be hot-dipped galvanized to American Society for Testing and Materials (ASTM) standards, stainless steel or heavy gauge aluminum. Due to corrosion concerns with exposed steel, painted steel enclosures or steel enclosures galvanized prior to fabrication will not be accepted.
- To protect from deterioration from exposure to the elements, all wiring shall be enclosed inside the structural components or totally within rigid or flexible conduit.
- A spiral wound wire harness with plug-in connectors on both ends shall be supplied to provide electrical connection between the electrical enclosure at the bottom of the pole and the fixtures at the top of the pole. The wire harness shall be Mylar wrapped and encased in an abrasion resistant sleeve. The harness shall be supported at the top of the pole by a wire mesh strain relief grip that is mechanically attached to the pole by an enclosed snap hook.

- All wire harness conductors shall be color coded and labeled for ease of identification. Conductors shall be sequenced, consistent with the pattern for the wiring connection identifier provided by the manufacturer. In addition, all conductors and plug-ins shall be factory tested for resistance under load, continuity, schematic sequence, and insulation integrity.
- Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system shall be constructed of National Electric Manufacturers Association (NEMA) Type four (4) aluminum. Communication method shall be provided by the contractor.
- Remote Monitoring System: System shall monitor lighting performance and notify manufacturer/contractor if individual luminary's outage is detected so that appropriate maintenance can be scheduled. Contractor shall notify St. Johns County of outages within twenty-four (24) hours, or the next business day. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- Remote Lighting Control System: System shall allow St. Johns County and users with a security code to schedule on/off system operation via computer or telephone and up to ten years in advance. St. Johns County shall be able to assign various security levels to schedulers by function and/or fields. This function shall allow a range of privileges such as full scheduling capabilities to only having permission to turn lights on by telephone. The system should have trained staff available nonstop to provide scheduling support and assist with reporting needs.
- On site equipment shall include manual off-on-auto switches to allow for maintenance and shall accept and store schedules. The controller shall accept and store schedules, be protected against power outages/memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.
- The contractor shall provide a computer based database of actual field usage and provide reports by facility and user group.
- The designer shall verify that voltage drop to any structure does not exceed three percent (3%) of normal voltage.
- All lighting equipment shall be Universal Laboratories (UL) listed as individual components.
- All poles, fixtures and distribution panels shall be grounded according to National Electrical Code Recommendations.
- The lighting circuits shall be designed to provide within +/- 3% of the nominal voltage to the line side of the disconnect switch or breaker in the remote electrical enclosure.
- All system components shall be Underwriters Laboratories (UL) Listed for appropriate application.

**E. ELECTRICAL DESIGN:**

- All electrical work shall conform to the current edition of the National Electric Code.
- Equipment and material furnished under this section shall be new, unused, and shall be manufactured to the following standards:
  - I.E.E.E. - Institute of Electrical & Electronic Engineers
  - A.N.S.I. - American National Standards Institute
  - U.L. - Underwriters Laboratories, Inc.
  - I.C.E.A. - Insulated Conductor Engineers Association
- The electrical service shall be rated at least twelve percent (12%) of calculated Kilo Amps (KA) load. Panel boards shall be rated for service entrance, National Electrical Manufacturers Association (NEMA) type 3R and each shall include a main breaker. All branch breakers shall be bolt types.
- Electrical service shall include heavy-duty lighting contactors, switches and timers.

- The contractor will coordinate remote on/off switch location with the County. The successful contractor shall provide written specs on remote on/off control switches and timers to be installed.
- The pole and the luminaries shall be designed, such that all wiring remains underground before entering the base of the pole and that no wiring shall be exposed to sun or weather as it transitions through the pole and to the ballast and on to each lamp.
- Each pole location shall have a dedicated circuit and contactor.
- No trench line or branch circuit shall cross the playing area. Branch circuits shall be buried in conduit with all copper wires at depths provided by National Electrical Code (NEC) or by local code. Acceptable copper wire is THHN or THWN.
- No bend of any conductor shall form an included angle of less than ninety (90) degrees nor shall it have a radius bend of less than eight inches (8").
- All electrical equipment (panels, breakers, contactors, enclosures, conduit, wiring, fittings, and so on) shall be new. Do not use any existing wiring.
- All conduits above grade shall be rigid galvanized steel. Underground conduits shall be schedule forty (40) PVC. When an underground conduit is stuffed up, provide PVC to steel adaptor. The exposed extensions of the conduit shall be rigid galvanized steel. Electrical metallic tubing shall not be used at any location. Conduits shall be Universal Laboratories (UL) listed.
- Electrical switch gear shall be housed on a frame constructed from three inch (3") galvanized angle iron with hardware that is either stainless steel or hot dipped galvanized.
- The electrical contractor shall coordinate the transformer and switch gear locations with the local Power Company and the County before any equipment is installed.
- The electrical contractor shall be a licensed contractor and shall be responsible for providing electrical calculations and fault current calculations including maximum available fault current to be listed on service, feeder, and branch equipment.
- The electrical contractor shall provide a detailed panel schedule and list calculated loads.
- The electrical contractor shall be responsible for labeling all equipment to code and provide manufacturers installation instructions for all equipment.
- The contractor shall obtain and pay for all permits and inspections required by the building and safety code and ordinances and the rules and regulations of any legal body having jurisdiction.

**F. WARRANTY AND ACCOUNTABILITY:**

- Safety: A UL listing for all electrical components from its connection to the feeder conductors, to its completion at the lamp socket including all connections. This listing shall be based upon UL testing and evaluation of the compatibility of the enclosures and the components for use in combination in this application in addition to the individual components being Universal Laboratories (UL) Listed or recognized.
- Sports Lighting Structure shall meet National Electrical Code (NEC).
- Performance Warranty Contractor shall guarantee in writing that all light performance criteria shall conform to the submitted photometric data as required by these specifications. Any field deviation corrections shall be the responsibility of the successful contractor including additional field aiming costs, installation of additional luminaries, and/or other corrective measures.
- Contractor Lighting warranty, maintenance and monitoring program shall be provided with your response. The warranty shall include guaranteed constant light levels, system energy consumption, spill light control and structural integrity. The warranty shall also include all preventative and spot

maintenance, including parts and labor for twenty five (25) years from the date the system is powered up and turned over to St. Johns County. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Contractor shall provide group lamp replacement warranty information with your proposal.

- Contractor shall provide lighting performance monitoring warranty information with your response.
- Inspection and verification: The contractors will grid the field in accordance with the project approved computer model submittals. A St. Johns County representative will be in attendance when the contractor field measures and documents the on-field illumination levels and calibrate uniformity ratios in accordance with this specification. Off-site spill and glare light levels will be measured in accordance with Contractors Lighting approved extended computer models submittals. All light level measurements shall meet the approved initial light level computer model submittals. If in the opinion of St. Johns County the actual performance levels including foot-candles, uniformity ratios and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the contractor shall be liable to any or all of the following:
  1. The contractor shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The contractor shall also either replace the existing poles to meet any new wind load Environmental Protection Agency (EPA) requirements caused by the additional light fixtures being installed or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
  2. The contractor shall minimize St. Johns County's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing St. Johns County an agreed upon amount for each additional fixture required.
  3. The contractor shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.
- All testing will be done with the entire facility illuminated. The lighting sensing surface of the light meter is to be held thirty six inches (36") above the playing surface with the sensing surface horizontal to the ground so that it detects light coming downward to the sensing surface from all directions around the ball field.
- A St. Johns County representative shall be present during testing.
- The light meter utilized for the verification of the lighting performance shall be provided by the St. Johns County representative and/or Contractor. The meter used for verification shall be of high accuracy and certified within the previous twelve (12) months.
- For final approval of the project, the contractor shall provide a final report from the test results that shall provide the following items:
  1. Identification of numbers and location of the test stations that shall agree with the description provided in specifications.
  2. Actual horizontal foot-candle readings taken at each test station.
  3. Actual maximum foot-candle readings taken at each spill/glare test station.
  4. Number of hours of operation and number of system starts.
- Final testing shall be done in the first one hundred (100) hours of operation. Although there may be differences from expected results to actual results on the field, there will not be an allowance of +/- 10% of predicted mean per the Illuminating Engineering Society of North America (IESNA). Actual field reading must meet or exceed the initial values given in the specification.
- Testing shall also be done a maximum of every five (5) years after installation or at the request of the Parks and Recreation Director to verify light levels are being maintained.

**G. DOCUMENTATION & OTHER SUBMITTAL REQUIREMENTS:**

- Computer generated scans showing the initial and guaranteed constant light levels.
- Light level, uniformity, and fixture alignment guarantee from Contractor, including the manufacturer's remedy to deficiencies. Guarantees provided by Contractor will not be accepted in lieu of the manufacturer's guarantee.
- Written remote ballast and spill and glare control from Contractor for the lighting system.
- Aiming diagram or report showing vertical aiming angles of each fixture for the field layout.
- Written specifications on remote control switches and timers to be installed.
- Drawings that indicate the number of luminaries per pole.
- A certified engineer, independent of manufacturer, shall verify and stamp wind load test of luminaries' assembly to meet or exceed structural strength. Please note, EPA test does not constitute misalignment verification.
- Written warranty from Contractor.
- Written warranty from contractor for Contractor's work.
- Written maintenance and monitoring program.
- Written energy consumption from contractor for the lighting system.
- Written 25-Year Life Cycle Cost from the contractor for the lighting system. Calculations shall be equal to # of fixtures x .07 kWh rate x 350 annual hours x 25 years. Calculations should include such things as costs for energy consumption, re-lamping, maintenance, and energy controls.
- Written remote on/off control operation information for the lighting system.
- The successful contractor shall submit a copy of shop drawings for circuit breakers, lighting power panel, lighting control panel, surge suppressor and conduit and cables once the RFP has been awarded. Fabrication shall commence only after approval of the shop drawings.
- Upon completion of the project, the successful contractor will submit a drawing indicating where all underground lines are buried and how deep.
- Upon completion of the project, the successful contractor shall provide a final report from the test results that shall provide the following items:
  - Identification of numbers and location of the test stations that shall agree with the description provided in specs.
  - Actual horizontal foot-candle readings taken at each test station.
  - Actual maximum foot-candle readings taken at each spill/glare test station.
  - Number of hours of operation and number of system starts.

**H. OTHER REQUIREMENTS:**

- If old transformers power adjacent fields or buildings, it should remain.
- All existing underground wire will remain underground.



- The successful contractor shall repair **all** damage to walking trails, landscaping, fields, irrigation, scoreboard wires, phone lines, power lines or any park features during the installation process. All existing asphalt torn up by the successful contractor should be repaired with asphalt or concrete. All cuts should be direct and smooth cuts. All grass disturbed areas on the outside of the playing field should be smoothed to existing ground surface and must be seeded with Winter Blend and then straw placed over seed. Seed and straw must meet county requirements. Inside playing field should be smoothed to existing ground surface and installed with Tiftway 419 Sod.
- The successful contractor shall coordinate exact location with St. Johns County prior to installation however all panel boards shall be located beside/adjacent to the transformers for each field.
- The successful contractor shall coordinate the location of remote control lighting switches with St. Johns County prior to installation.
- The successful contractor shall be responsible for keeping job site clean and orderly. All excess material shall be removed from site and disposed of by the successful contractor after completion. Barricades shall be used in an effort to keep the general public from entering the work area.
- The successful contractor will locate all utilities.
- The successful contractor shall obtain all necessary permits to perform the work and arrange for inspection by authorities having jurisdiction. The successful contractor shall pay all necessary fees.
- The successful contractor shall submit a drawing indicating where all underground lines are buried and how deep.
- The successful contractor shall coordinate all work with county before any installation begins.
- Work shall be coordinated with and inspected by St. Johns County. Each stage of the installation process must be inspected by St. Johns County prior to proceeding to the next stage of installation. The contractor shall provide a list of the various installation stages to St. Johns County prior to any installation.
- It shall be the responsibility of the contractor to measure fields to confirm actual sizes.

#### **SOCER FIELD LIGHTING ALTERNATE**

##### **I. ALTERNATE FOR LED**

- The purpose of this Alternate is to define the performance and design standards for the project using an LED Lighting source. The contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth.
- The lighting system shall still meet all the Light Levels and Structural criteria in the previous sections of the specification.

##### **J. LIGHTING PERFORMANCE**

- Illumination Levels and Design Factors: The illumination levels specified shall be based on guaranteeing light levels for twenty five (25) years or ten thousand (10,000 hours), whichever comes first. Light levels shall not drop below specified targeted lighting levels during the ten thousand (10,000) operating hours. Appropriate light loss factors shall be applied and submitted for the basis of design.
- Horizontal illumination levels shall be based at any point on a parallel plane 36 inches above the playing surface, unless otherwise indicated.
- 0.5 foot-candles at any point. Lighting calculations shall be placed on a grid as shown in the specification.

- Spill and Glare Control: The LED design will provide better spill and glare control than a good HID design. Fixtures shall have external visors to control spill light and reduce glare.

**K. WARRANTY AND GUARANTEE**

- 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for twenty five (25) years from the date of shipment or ten thousand (10,000) hours, whichever comes first. Warranty shall guarantee specified light levels; include all individual outages; system energy consumption; and maintenance. Warranty shall cover all parts and labor expenses including lift rental if needed. Manufacturer shall maintain financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, vandalism, abuse, unauthorized repairs or alterations, and acts of God/nature (including but not limited to: earthquake, flood, typhoons, hurricanes, or lightning).

**L. DELIVERY TIMING**

- Equipment On-Site: The equipment must be on-site within twelve to fourteen (12-14) weeks from receipt of approved submittals and receipt of complete order information.

**M. PRE-PROPOSAL SUBMITTAL REQUIREMENTS**

- Approved Product: Approval process shall be same as specified in the response.
- Design Approval: The owner/engineer will review shop drawings from the manufacturers to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

**PRODUCT**

- System Description: Lighting system can consist of the following:
  1. LED Lamp Technology Sports Lighting Fixtures. Minimum of ten thousand (10,000) hour lamp life, instant on/off capabilities.
  2. Fixtures must have internal optic control to minimize glare for the neighboring residence and the participants. Fixtures must also have an external visor to minimize glare.
  3. Fixtures must include thermal management and come with a 25-year full coverage warranty including parts and labor.
  4. Minimum of 5,700K Color Temp and 65+ CRI
  5. Maximum Fixture Wattage of 650W to ensure adequate glare control
  6. Fixture Operating Temperature Range of -30 Degrees C to 55 Degrees C. Maximum Junction Temperature for the diodes of 80 Degrees C.
  7. Electronic Driver with an efficiency of 95% or greater. Maximum Starting inrush of 7 Amps at 25 degrees C.
  8. Secondary Wiring: Manufacturer shall supply all necessary wiring to connect the fixture to the driver enclosure. Wiring shall be protected with either a jacketed cord or conduit.
  9. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
  10. Durability: The lighting system, including all mounting brackets, shall be powder-coat painted for protection. All mounting brackets are to be made of steel construction. Only stainless steel or zinc plated steel hardware is allowed
  11. Safety: All system components shall be UL Listed for the appropriate application.

- Electric Power Requirements for the Sports Lighting Equipment:
  1. Electric power: 480V
  2. Maximum total voltage drop: Voltage drop to the remote enclosure shall not exceed three (3) percent of the rated voltage.

#### **EXECUTION**

#### **FIELD QUALITY CONTROL**

- Illumination Measurements: Shall meet the requirements of the design
- Correcting Non-Conformance: Shall meet the requirements of the design

### **PART IV: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

#### **A. MINIMUM QUALIFICATIONS**

In order to be eligible to submit a proposal in response to this solicitation, Respondents must be fully licensed to perform these services in the State of Florida, and St. Johns County.

Respondents must demonstrate, and show proof of meeting or exceeding the minimum requirements in the submitted proposal. Failure by any Respondent to properly demonstrate the minimum qualifications shall result in the Respondent being removed from consideration for award.

#### **B. SUB-CONTRACTORS**

Each Respondent shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "C", is provided in the RFP Package. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Respondent within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Respondent in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Respondent then may, at his option, withdraw his Proposal and submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

#### **C. RESPONDENT RESPONSIBILITIES**

Respondents are responsible for all costs associated with developing and submitting a proposal in response to this Request for Proposals. Respondents are also solely responsible for all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursalment from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All proposals received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a proposal, each Respondent certifies that the proposer has fully read and understands all instructions in the RFP Document, and has full knowledge of the scope, nature, and quality of work required. All proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days following the proposal due date. The County reserves the right to extend this timeframe as necessary to complete contract execution.

#### **D. TRADE SECRETS**

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

#### **E. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest, and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

#### **F. 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.

#### **G. RFP PACKAGE SUBMITTAL INSTRUCTIONS**

The submitted proposal must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the proposals.

Proposals shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent's full legal company name and mailing address, as well as "RFP No: 19-56: Design, Purchase, and Installation of Sports Lighting". **Proposals shall be mailed or hand-delivered to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.** Proposals must be submitted, in the format provided herein, by or before **four o'clock (4:00PM) EST on Thursday, May 30, 2019.** St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

#### **H. RFP PACKAGE COMPONENTS:**

All of the components outlined below must be included with each copy of the proposal and submitted as follows: one (1) hard-copy original proposal, and one (1) exact electronic PDF copy on a USB drive. The original hard-copy of the Respondent's proposal shall be submitted on 8 1/2" X 11" pages, numbered, and all headings, sections and sub-sections shall be identified appropriately.

Failure to provide any material information as required in this RFP Document may be grounds for a submitted proposal to be deemed non responsive to the requirements provided in this RFP, and may remove the Respondent from further evaluation or consideration.

##### **Section 1: Proposal Cover Page & Cover Letter**

In this section, Respondent shall complete and submit the Proposal Cover Page, and provide a cover letter that should provide the following:

Respondents shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

**Section 2: Qualifications & Experience of Company and Staff**

In this section, Respondent must demonstrate compliance with the minimum qualifications requirements as provided herein on page 14. Additionally, Respondent must provide documentation to fully demonstrate the qualifications, education, experience, and abilities of any and all personnel that shall perform any portion of the work under the awarded Contract. Respondent must also demonstrate the qualifications and experience of the company, as a whole, as well as any sub-contractors proposed to perform any aspect of the services required under the awarded Contract.

Qualifications and Experience of Staff may be demonstrated in the form of resumes for employees who will be performing work, along with any other documentation or information that assists in the demonstration of company and/or staff qualifications. Respondents shall also provide the qualifications of any external resources being proposed for any portion of the work required under the awarded contract. If the Respondent is proposing a partnership with any other firm(s), or is utilizing resources of any sub-contractors or sub-consultants, all qualifications of those external resources shall be submitted in this section

- Provide key personnel that may perform work under the award of this contract
- Provide a Company Organization Chart
- Include a list of proposed sub-contractors/suppliers with credentials and qualifications (Attachment “C”).
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- Any other Applicable Certification(s)

**Section 3: Past Experience**

In this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance with clients of similar business and projects of similar scope, size and dollar value as specified herein.

**Section 4: Pricing Proposal**

In this section, Respondents shall submit their pricing proposal for performance of all services for the design, purchase, and installation of sports lighting in accordance with the requirements provided herein. The pricing proposal shall consist of the total cost for all services. The proposed total amount must be broken down to demonstrate all costs associated with performance of the required services. This information shall be submitted on Attachment “A”. The firm submitting the lowest proposed cost shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Implementation Total Cost	Percentage	By	Weight	Equals	Weighted Score***
A	\$10,000.00	100	X	5	=	5
B	\$12,000.00	83*	X	5	=	4
C	\$15,000.00	67**	X	5	=	3

\* Vendor B’s percentage is  $\$30.00 \div \$35.00 = 86\%$

\*\* Vendor C’s percentage is  $\$30.00 \div \$40.00 = 75\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

**Section 5: Annual Maintenance Price Proposal**

In this section, Respondents shall submit their proposed annual maintenance cost, based on their proposal, and the fees established by the County and the facilities included herein. This information shall be submitted on Attachment “B”. The firm submitting the lowest proposed cost shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Implementation Total Cost	Percentage	By	Weight	Equals	Weighted Score***
A	\$10,000.00	100	X	5	=	5
B	\$12,000.00	83*	X	5	=	4
C	\$15,000.00	67**	X	5	=	3

- \* Vendor B's percentage is  $\$30.00 \div \$35.00 = 86\%$
- \*\* Vendor C's percentage is  $\$30.00 \div \$40.00 = 75\%$
- \*\*\* Weighted Score shall be rounded to nearest whole number

**Section 6: Administrative Information**

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Respondent's Warranty
- Claims, Liens, Litigation History
- Jessica Lunsford Act Form
- Copies of all issued Addenda (Acknowledge and Submit)

**I. DETERMINATION OF RESPONSIVENESS**

The County shall make a determination for each respondent, as to the responsiveness of the submitted proposal to the requirements provided herein. Any respondent who fails to comply with the requirements of this Request for Proposals may be determined as non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Package. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**PART V: EVALUATION & AWARD**

**A. EVALUATION OF RESPONSES:**

All properly submitted and responsive Proposals shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Team Member will receive a set of all of the submitted proposals, and an electronic copy of the RFP document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual outside of the public evaluation meeting. Evaluators' scores shall be announced, and proposals shall be publicly ranked at the Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**B. EVALUATION CRITERIA:**

It is the intention of St. Johns County to evaluate, and rank responsive proposals from highest to lowest utilizing the evaluation criteria listed below:

	<b>Criteria</b>	<b>Points</b>
<b>1.</b>	<b>Qualifications &amp; Experience of Company &amp; Staff</b>	<b>25</b>
<b>2.</b>	<b>Past Experience</b>	<b>25</b>
<b>3.</b>	<b>Pricing Proposal</b>	<b>25</b>
<b>4.</b>	<b>Annual Maintenance Pricing Proposal</b>	<b>25</b>
<b>5.</b>	<b>Quality of Submitted Proposal</b>	<b>10</b>
	<b>Total Score Available per Evaluator</b>	<b>110</b>
	<b>TOTAL SCORE AVAILABLE PER PROPOSAL (110 pts X 5 Evaluators)</b>	<b>550</b>

Please note that in the event the County utilizes an Evaluation Committee of less than five (5) individuals, the Total Score Available per Proposal shall be less than the number of points provided above.

**C. PRESENTATIONS BY SHORT-LISTED FIRMS:**

In the event the Evaluation Committee and Purchasing Department determines that presentations from shortlisted firms are necessary to make a final recommendation, shortlisted firms will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentations shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the shortlisted firms with the above referenced notification by the County.

**D. RECOMMENDATION FOR AWARD:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. Upon approval by the Board of County Commissioners, County Staff shall begin negotiations, and if terms and conditions are agreeable to all parties, an agreement shall be issued and executed by all parties.

**E. PROTEST PROCEDURES:**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (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 full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are hereby incorporated into this RFP Document by reference, and are fully binding.

**RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**  
**EVALUATORS'S SCORE SHEET EXAMPLE**

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

**DATE:**  
**PROJECT:**

**CRITERIA RANKING:**

<b>Respondents</b>	<b>1. Qualifications &amp; Experience of Company &amp; Staff</b>	<b>2. Past Experience</b>	<b>3. Pricing Proposal</b>	<b>4. Annual Maintenance Pricing Proposal</b>	<b>5. Quality of Submittal</b>	<b>TOTAL SCORE</b>
	0-25	0-25	0-25	0-25	0-10	0-110

**SIGNATURE OF RATER:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**PART VI: CONTRACT REQUIREMENTS**

**A. CONTRACT AGREEMENT & TERM:**

The Contract Agreement shall be on a form furnished by the County, and agreed upon by both parties. The Contract Term shall be for a period of one (1) year upon satisfactory performance by the awarded firm, mutual agreement by both parties, the availability of funds, with approval by the Board of County Commissioners.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioners' (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

**B. CONTRACT PRICING:**

The pricing agreed upon by both parties, and included in the Contract shall remain firm throughout the duration of the initial term of the Agreement. Changes to prices shall only be considered at the time contract renewals are processed. The Contractor shall be required to submit any request for changes to the Contract Pricing no less than ninety (90) days prior to the effective date of any contract renewal period. Changes to Contract Pricing must be justified by the awarded firm, by providing proof of increases to costs to the awarded firm, or changes in governmental regulation. Any change to Contract Pricing shall be negotiated between the County and the awarded firm, and shall not go into effect until a Contract Amendment has been issued, and signed by both parties.

**C. COMPENSATION & METHOD OF PAYMENT:**

St. Johns County shall compensate the awarded firm based upon the amounts agreed upon by both parties, through negotiations, and as provided in the Contract Agreement, or policy. It is strictly understood that the awarded firm is not entitled to any amount of compensation. Rather, the awarded firms' compensation shall be based upon the awarded firm's adhering to the Scope of Work, detailed in the Contract. As such, the awarded firm's compensation is dependent upon satisfactory completion of the required services, provided herein.

St. Johns County's obligations under the awarded 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 the awarded Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the awarded firm cannot demand that the County provide any such funds in any given County Fiscal Year.

The awarded firm shall invoice the County in the manner and at the frequency as set forth by the County, and provided in the Contract Agreement, or policy, for these services.

**D. SUBCONTRACTING:**

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to review any and all proposed sub-contractors to make a determination as to the capability of the sub-contractor to perform any aspect of the required services as provided herein. Respondents are encouraged to seek disadvantaged, minority, and women owned business enterprises for participation in sub-contracting opportunities.

**E. CONTRACT PERFORMANCE:**

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration

of competency section.

**F. TERMINATION:**

Failure on the part of the awarded firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The awarded firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the awarded firm.

In addition to the above, the County may terminate the Contract Agreement, or policy, at any time, without cause, upon thirty (30) days written notice to the awarded firm.

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

**G. INSURANCE REQUIREMENTS:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address:           St. Johns County, FL  
  500 San Sebastian View  
  St. Augustine, FL 32084

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Contractor, or anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 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 throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded 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.

**H. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**I. LICENSES, PERMITS & FEES:**

The awarded firm shall be required to obtain and maintain throughout the duration of the Contract, any and all licenses relative to the performance of the work specified herein, proposed by the Respondent, or included in the final executed Contract Agreement. The awarded firm shall be responsible for obtaining any and all applicable permits, and paying any and all fees associated with the required permits, or for the completion of the required scope of work provided in the Contract.

**J. GOVERNING LAWS & REGULATIONS:**

It shall be the responsibility of the awarded firm to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS  
LIGHTING**

**PART VII: ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
Design, Purchase, and Installation of Sports Lighting**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**REQUEST FOR PROPOSALS (RFP) NO: 19-563  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**ATTACHMENT "A"  
PRICING PROPOSAL**

Each Respondent shall insert and submit a lump sum pricing proposal for the cost of design, purchase and installation of sports lighting for Gamble Rogers Soccer Field and Plantation Park. These amounts shall include the provision of any and all labor, equipment, transportation, subscriptions, and any other components of for the design, purchase, and installation of sports lighting. Each Respondent shall also provide a breakdown of their submitted pricing proposal to demonstrate the costs of the various components of project. Each Respondent shall also include or attach, separately, any additional costs being proposed as part of their proposal.

GAMBLE ROGERS SOCCER FIELD: \$ \_\_\_\_\_

PLANTATION PARK: \$ \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**ATTACHMENT "B"  
ANNUAL MAINTENANCE PRICING PROPOSAL**

Each Respondent shall insert and submit an annual pricing proposal for the cost of maintenance of sports lighting at Gamble Rogers Soccer Field and Plantation Park. These amounts shall include the provision of any and all labor, equipment, transportation, subscriptions, and any other components of the project. Each Respondent shall also provide a breakdown of their submitted pricing proposal to demonstrate the costs of the various components of project. Each Respondent shall also include or attach, separately, any additional costs being proposed as part of their proposal.

GAMBLE ROGERS SOCCER FIELD: \$ \_\_\_\_\_

PLANTATION PARK: \$ \_\_\_\_\_

TOTAL ANNUAL COST: \$ \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

St. Johns County Board of County Commissioners

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Legal Company Name



**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**AFFIDAVIT**

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.**

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,  
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to St. Johns County, Florida (Hereinafter referred to as "County") by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_ whose business  
(Print Name of entity submitting sworn statement)

address is \_\_\_\_\_

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, \_\_\_\_\_, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract to perform services on school grounds.

5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.

6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.

7. I understand that as a \_\_\_\_\_ (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors must be

obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

9. I understand that St. Johns County, FL will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business on school grounds in St. Johns County, FL.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



**OPTIONAL CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 19-56  
DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>
<b>Section 1</b>	RFP Cover Page & Cover Letter	
<b>Section 2</b>	Qualifications & Experience of Company & Staff	
	Attachment "C" – List of Proposed Sub-Contractors	
<b>Section 3</b>	Past Experience	
<b>Section 4</b>	Pricing Proposal	
	Attachment "A" – Total Pricing Proposal	
<b>Section 5</b>	Annual Maintenance Pricing Proposal	
	Attachment "B" – Annual Maintenance Pricing Proposal	
<b>Section 6</b>	Administrative Information (Include the following):	
	Proof of Liability Insurance and Limits	
	Drug Free Work Place Form	
	RFP Affidavit	
	RFP Affidavit of Solvency	
	Conflict of Interest Form	
	Respondent's Warranty	
	Claims, Liens, Litigation History	
	Jessica Lunsford Act Form	
	Copies of all Acknowledged Addenda	



**RFP NO: 19-56; DESIGN, PURCHASE, AND INSTALLATION OF SPORTS LIGHTING**

**PART VIII:**

**EXHIBIT A: IDA- CRITERIA FOR COMMUNITY-FRIENDLY OUTDOOR SPORTS LIGHTING v1.0**

**(SEPARATE ATTACHMENT).**





## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

May 22, 2019

**To: Prospective Respondents**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 19-56; Design, Purchase, and Installation of Sports Lighting**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original hard copy and one (1) electronic copy of each signed Addendum with the submitted proposal, as provided in the RFP Document.

#### *Questions/Answers:*

1. What is the Illuminating Engineering Society (IES) level of recreational competition at Plantation Park and Gamble Rodgers Middle School Soccer Field?  
**Answer: Thirty (30) Footcandle Levels.**
2. Will the fields at Plantation Park be controlled as Field One (1) and Field Two (2) or controlled together?  
**Answer: Field One (1) and Field Two (2).**
3. Where is the transformer located at Plantation Park for operating the sports lighting?  
**Answer: Please see Plantation Park Site Plan dated July 2007 which shall be uploaded to DemandStar as a separate attachment to this Addendum.**
4. What are the sports lighting design requirements for the following criteria:
  - a. Light Levels (i.e. 30 footcandles average)
  - b. Uniformities
  - c. Number of grid points for area to be lighted
  - d. Number of poles
  - e. Minimum mounting heights
  - f. Off-site and environmental requirements (spill values and candela values)

#### **Answers: Please see below:**

- a. **Thirty (30) Footcandles average for Recreational Sports.**
  - b. **Lighting uniformity shall adhere to the Illuminating Engineering Society of North America, IESNA RP-6-15 Sports and Recreational Area Lighting Standards for LED Technology.**
  - c. **Seventy two (72) for full size multipurpose fields.**
  - d. **Four (4) poles at Gamble Rodgers Middle School Soccer Field and eight (8) poles at Plantation Park.**
  - e. **Pole heights that produce the thirty (30) footcandles most effectively.**
  - f. **Spill and Candela values shall adhere to the Illuminating Engineering Society of North America, IESNA RP-6-15 Sports and Recreational Area Lighting Standards for LED Technology.**
5. Are remote electrical enclosures required?  
**Answer: Yes.**
  6. Are integral ballast/driver technologies approved?

**Answer: No. current LED bulbs require a ballast. While some LED bulbs are engineered to work with an existing ballast, this is a new lighting project so the ballast technology should be unnecessary.**

7. Is there a drawing available of the areas to be lighted?

**Answer: Please see attached aerial maps of both fields of the area(s) to be lighted.**

8. What pole types are allowed?

**Answer: Seventy foot to eighty foot (70'-80') Galvanized Steel Poles.**

9. Are designs/quotes for both HID and LED systems required?

**Answer: LED systems only.**

10. If so, are the warranty requirements the same for both technologies?

**Answer: Yes.**

11. Typically the IDA Community Friendly Sports Lighting Certificate is required with the proposal. Is it required for both facilities?

**Answer: Yes.**

12. What is the County curfew for the sports lighting?

**Answer: 11pm.**

13. It is our understanding the IDA program is set-up to evaluate LED systems. If an HID design is required, how will it be evaluated for environmental light control?

**Answer: See answer to #9 above.**

14. What is the wind speed and building code for the projects?

**Answer: This sports lighting project must adhere to current Florida Building codes for wind speed and construction permit requirements**

15. Are signed and sealed structural drawings required?

**Answer: Yes.**

16. Is there geotechnical information available for each facility?

**Answer: No. Geotechnical information will be the responsibility of the Contractor.**

**Proposal Due Date Remains: Thursday, May 30, 2019 at 4:00 P.M.**

**Acknowledgment**

Sincerely,

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

Travis Hembree, BBM  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 1**