

RESOLUTION NO. 2020 - 120

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, EXECUTE AN AGREEMENT WITH RING POWER CORPORATION FOR MISC 20-85; REPAIRS TO ST. JOHNS COUNTY OWNED CATERPILLAR EQUIPMENT.

RECITALS

WHEREAS, the St. Johns County Fleet Maintenance Department is responsible for maintenance and repairs of all fleet vehicles for the various County departments; and

WHEREAS, occasionally, some required repairs are outside the capabilities of County Fleet staff and the vehicles need to be sent to outside vendors for repairs; and

WHEREAS, Ring Power Corporation is the only Caterpillar Dealership in St. Johns County and is in close proximity to the St. Johns County Fleet Maintenance Department; and

WHEREAS, the County desires to enter into contract with Ring Power Corporation to provide all labor, materials, and equipment required for repairs to County owned Caterpillar equipment that are outside the capabilities of County Fleet staff in accordance with the contract; and

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

WHEREAS, the contract 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 execute a contract with Ring Power Corporation, in substantially the same form and format as the attached draft on behalf of the County, to provide the scope of services for the services set forth therein.

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 7th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk of Court

By: [Signature]
Deputy Clerk

RENDITION DATE APR 9 2020





CONTRACT AGREEMENT

Misc No: 20-85; Repairs to St. Johns County Owned Caterpillar Equipment
Master Contract No: 20-MAS-RIN-11811

This Contract Agreement (“Agreement”) is made as of this _____ day of _____, 2020 (“Effective Date”) by and between **St. Johns County, FL** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, **Ring Power Corporation** (“Contractor”), authorized to do business in the State of Florida, with principal offices located at: 500 World Golf Commerce Parkway, St. Augustine, FL 32092; Phone: (904) 737-7730; and Email: Brandon.Jung@RingPower.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Contract Agreement shall become effective upon the Effective Date shown above, and shall be in effect for a period of five (5) calendar years with no renewal option. The County reserves the right to extend this Agreement beyond the Expiration Date, as needed, for the successful completion of the required services. Any extension of this Agreement shall be at the option of the Owner, must be in writing, and agreed to by both parties.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term “Contract Documents” shall include the Submitted Proposal Document; 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 parts and labor for repair of St. Johns County Owned Caterpillar equipment, for repairs outside the capabilities of County Fleet staff, in accordance with the Contract Documents.

Services provided by the Contractor shall be under the general direction of SJC Fleet Maintenance Department or authorized County designee, who shall act as the County’s representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed repairs as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the pricing detailed on Exhibit “A-1” attached here to, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Contract Agreement shall not exceed the amount stated above without the County’s express written approval, and amendment to this Contract Agreement.
- B. It is strictly understood that 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 Services, detailed in this Contract 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 Services, and detailed in this Agreement.
- C. The Contractor shall bill the County for Services satisfactorily performed, and materials satisfactorily delivered on a monthly basis.
- D. Though there is no billing form or format pre-approved by either the County or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The County may return a bill/invoice from the 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. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Fleet Maintenance Department
Attn: Jeffery Nordsiek
2760 Industry Center Road
St. Augustine, FL 32084

- F. **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 Contract Agreement.

ARTICLE 6 – TERMINATION

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

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, 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 8 – PERSONNEL

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

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

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

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The 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 10 – FEDERAL AND STATE TAX

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

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

ARTICLE 11 – AVAILABILITY OF FUNDS

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

ARTICLE 12 - 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 contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 - 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 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The 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 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 17 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's 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 19 - ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of 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 22 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written

instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

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

ARTICLE 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

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 30 - FLORIDA LAW & VENUE

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

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Ring Power Corporation
Attn: Mr. Brandon Jung, Sales Representative
500 World Commerce Parkway
St. Augustine, FL 32092

ARTICLE 33 - HEADINGS

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

ARTICLE 34 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall 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.
- C. 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.
- D. 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: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract Documents. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension,

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

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

Misc No: 20-85; Repairs to St. Johns County Owned Caterpillar Equipment
Master Contract No: 20-MAS-RIN-11811

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Printed Name County Representative

Ring Power Coporation

Company Name

Title

Signature of Contractor Representative

Signature of County Representative

Printed Name & Title

Date of Execution

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

Misc No: 20-85; Repairs to St. Johns County Owned Caterpillar Equipment
Master Contract No: 20-MAS-RIN-11811

EXHIBIT "A"
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Prices as submitted by the Contractor, and approved by the County and attached hereto as Exhibit A-1. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and shall be added to the applicable Amendment.

Misc No: 20-85; Repairs to St. Johns County Owned Caterpillar Equipment
 Master Contract No: _____

EXHIBIT "A-1"
 CONTRACT PRICING

Pricing Structure for Caterpillar equipment repair service shall be as follows with a rate adjustment of 2 – 3% per year:

2020 Labor Rates

To Take Effect 1/1/2020 & all prices subject to change without notice

| |
|--|
| OUTSIDE PURCHASES: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources. |
| OVERTIME LABOR RATES: Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When Holiday Labor Rates Apply. |
| HOLIDAY/SUNDAY LABOR RATES: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice our Regular Time Rate. |
| MISC. SUPPLIES/ENVIRO: Materials that are used on the job and or become part of the job that are company supplied. (I.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed \$300.00. |

| HEAVY EQUIPMENT | | | |
|---|---------------------|-----------------------|----------------------|
| <u>Description</u> | <u>Charge Codes</u> | <u>2020 Reg Rates</u> | <u>2020 OT Rates</u> |
| Shop Serviceman Rate - Excl: Machine Shop & MCRC | SVL | \$116.00 | \$161.00 |
| Field Serviceman Rate | FLD | \$131.00 | \$176.00 |
| Field Travel | TRV | \$131.00 | \$176.00 |
| Paint or Prime Machine (no paint furnished) | PAI | \$103.00 | \$147.00 |
| Sandblasting (sand furnished) | S/B | \$103.00 | \$147.00 |
| Welding and/or Cutting (supplies furnished) | FWL | \$119.00 | \$165.00 |
| Welding and/or Cutting (supplies furnished) | SWL | \$119.00 | \$165.00 |
| Machine Shop (base rate) | SVL (MS) | \$119.00 | \$165.00 |
| Condition Monitoring Shop | CMS | \$104.00 | \$148.00 |
| A.C.T. Labor | HVF | \$116.00 | \$161.00 |
| A/C Repairs | A/C, FAC | \$129.00 | \$174.00 |
| Steam Cleaning (supplies furnished) | CLN | \$90.00 | \$135.00 |
| Port / Mine / Field | PMF | \$134.00 | \$179.00 |
| Boom Truck Charges | BTL | \$134.00 | \$179.00 |
| F350 F/S Tech II Rate | CCF, CMF, GLF | \$113.00 | \$158.00 |
| F350 F/S Tech II Travel | CCT, CMT, GLT | \$113.00 | \$158.00 |
| F350 F/S Tech II Rate - Mine / Port | CMP | \$116.00 | \$161.00 |
| Radiator Repair Labor | RAD | \$116.00 | \$161.00 |
| Inspect, Test, & Adjust (Charges, no supplies) | INS, INF | \$116.00 | \$161.00 |
| MCRC (Major Component Rebuild Center) | SVL (MCRC) | \$119.00 | \$165.00 |
| Dynamometer Testing of Engines (not including Fuel) | DYN | \$119.00 | \$165.00 |
| Field Serviceman's Travel Rates (per mile) | MLG | \$3.75 | |
| Field Serviceman's Travel Rates / F350 | CCT, CMT, GLT | \$2.50 | |
| Field Serviceman's Expenses (Tools, Rooms, Meals) | TRE | At Cost | |
| Resident Technician Weekly Truck Charge | WEEK | \$900.00 | |
| Machine Storage Fees, Upon Notification | DAILY | \$100.00 | |

**REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING**

SUBJECT: Maintenance Contract with Ring Power for Maintenance of Ring Power Equipment

SUGGESTED VENDOR: Ring Power **ESTIMATE:** \$70,000 annually

REASON FOR REQUEST: **PURCHASING POLICY NUMBER: 302.6.5.2**

- | | | |
|--|--|---|
| A. <input checked="" type="checkbox"/> Standardization | D. <input type="checkbox"/> Only Known Supplier | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction |
| C. <input type="checkbox"/> Replacement Parts | F. <input type="checkbox"/> Environmental Urgency | I. <input type="checkbox"/> Other |

BUDGET ACCOUNT NO/DESCRIPTION: 1123-54603 **BUDGETED AMOUNT:** \$376,325

Purchasing Code Section 302.6.5.2 allows for contracting with a single source for repairs to existing equipment. Requesting to contract with Ring Power for repair and maintenance of equipment purchased from Ring Power.

REQUISITIONER: Dawn Cardenas *DC* **DATE:** 9/19/19

DIVISION MANAGER: Jeff Nordstok *JN* **DATE:** 9/19/19

DEPT. MANAGER: Greg Caldwell *GC* **DATE:** 9/19/19

PURCHASING REVIEW

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

COMMENTS: *Requires BOCC approval to award a single-source contract for this service.*

BUYER: _____ **DATE:** _____ **PURCHASING MANAGER:** *Jordan* **DATE:** *9/14/20*

MANAGEMENT REVIEW

- DISPOSITION:** A. Concur's with Request
 B. Does not concur with Request

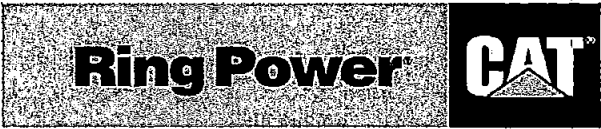
COMMENTS:

____ *Brad Bradley*, Assistant County Administrator **DATE:** _____

____ *Hester Conrad*, County Administrator **DATE:** _____

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 04/05/07



Customer Value Agreement

Agreement Date: 10-24-19

Customer Name: St Johns County BOCC
Account: 043201

Location where equipment is to be used: St Augustine, FL

A. Equipment Covered and Charges:

ALL CAT HE Equipment

B. Term of Agreement:

Months: 60 (5 Years) through 10-24-2024

Ring Power will Provide All Repair and Maintenance to the County in reference to the attached labor rate sheet for a term of 5 years and allow a rate adjustment of 2-3% per year.

Executed by the fully authorized representative of _____ ,
On this _____ day of _____, 2019.
Name (Signed): _____
Name (Print): _____
Title: _____
Accepted By (Salesman): Brandon Jung #570 - _____ on behalf of Ring Power Corporation.

2020 Labor Rates

To Take Effect 1/1/2020 & all prices subject to change without notice

| |
|--|
| OUTSIDE PURCHASES: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources. |
| OVERTIME LABOR RATES: Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When Holiday Labor Rates Apply. |
| HOLIDAY/SUNDAY LABOR RATES: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice our Regular Time Rate. |
| MISC. SUPPLIES/ENVIRO: Materials that are used on the job and or become part of the job that are company supplied. (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed \$300.00. |

| HEAVY EQUIPMENT | | | |
|---|---------------|----------------|---------------|
| Description | Charge Codes | 2020 Reg Rates | 2020 OT Rates |
| Shop Serviceman Rate - Excl: Machine Shop & MCRC | SVL | \$116.00 | \$161.00 |
| Field Serviceman Rate | FLD | \$131.00 | \$176.00 |
| Field Travel | TRV | \$131.00 | \$176.00 |
| Paint or Prime Machine (no paint furnished) | PAI | \$103.00 | \$147.00 |
| Sandblasting (sand furnished) | S/B | \$103.00 | \$147.00 |
| Welding and/or Cutting (supplies furnished) | FWL | \$119.00 | \$165.00 |
| Welding and/or Cutting (supplies furnished) | SWL | \$119.00 | \$165.00 |
| Machine Shop (base rate) | SVL (MS) | \$119.00 | \$165.00 |
| Condition Monitoring Shop | CMS | \$104.00 | \$148.00 |
| A.C.T. Labor | HVF | \$116.00 | \$161.00 |
| A/C Repairs | A/C, FAC | \$129.00 | \$174.00 |
| Steam Cleaning (supplies furnished) | CLN | \$90.00 | \$135.00 |
| Port / Mine / Field | PMF | \$134.00 | \$179.00 |
| Boom Truck Charges | BTL | \$134.00 | \$179.00 |
| F350 F/S Tech II Rate | CCF, CMF, GLF | \$113.00 | \$158.00 |
| F350 F/S Tech II Travel | CCT, CMT, GLT | \$113.00 | \$158.00 |
| F350 F/S Tech II Rate - Mine / Port | CMP | \$116.00 | \$161.00 |
| Radiator Repair Labor | RAD | \$116.00 | \$161.00 |
| Inspect, Test, & Adjust (Charges, no supplies) | INS, INF | \$116.00 | \$161.00 |
| MCRC (Major Component Rebuild Center) | SVL (MCRC) | \$119.00 | \$165.00 |
| Dynamometer Testing of Engines (not including Fuel) | DYN | \$119.00 | \$165.00 |
| Field Serviceman's Travel Rates (per mile) | MLG | | \$3.75 |
| Field Serviceman's Travel Rates / F350 | CCT, CMT, GLT | | \$2.50 |
| Field Serviceman's Expenses (Tools, Rooms, Meals) | TRE | | At Cost |
| Resident Technician Weekly Truck Charge | WEEK | | \$900.00 |
| Machine Storage Fees, Upon Notification | DAILY | | \$100.00 |

ST JOHNS COUNTY

Feb 12 '20

PURCHASING