

RESOLUTION NO. 2020 - 77

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH SOUTHERN STATES PAVEMENT MARKINGS, LLC UNDER BID 16-49; COUNTYWIDE ROADWAY STRIPING SERVICES TO TRP CONSTRUCTION GROUP, LLC.

RECITALS

WHEREAS, the County desires to assign the existing contract with Southern States Pavement Markings, LLC under Bid No. 16-49; Countywide Roadway Striping Services to TRP Construction Group, LLC.; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Southern States Pavement Markings, LLC, under Bid No. 16-49; and

WHEREAS, the contract is being funded by the County; 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.

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 assign the contract with Florida Valuation Group, Inc., under Bid No. 16-49 to TRP Construction Group, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to TRP Construction Group, LLC on behalf of the County for professional appraisal and appraisal related services as specifically provided in the Contract Documents associated with Bid No. 16-49.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of March, 2020.

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

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

ATTEST: Brandon Patty, Clerk

By: Sam Halterman
Deputy Clerk

Re rendition Date: 3/5/20



CONSENT TO ASSIGNMENT
Countywide Roadway Striping Services
Master Contract 16-MCC-SOU-07683

This Consent to Assignment Agreement (Agreement) is entered into as of this _____ day of _____, 2020, by and between St. Johns County (County), a political subdivision of the State of Florida, and **TRP Construction Group, LLC**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 16-MCC-SOU-07683, dated as of October 12, 2016.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 16-MCC-SOU-07683, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 17 of Master Contract 16-MCC-SOU-07683, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on February 20, 2020, Contractor provided its written request to the assignment of all of its rights, interests and obligations in Master Contract 16-MCC-SOU-07683 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 17 of Master Contract 16-MCC-SOU-07683, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 16-MCC-SOU-07683 to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 16-MCC-SOU-07683.
2. Incorporation of Terms and Conditions. Master Contract 16-MCC-SOU-07683 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 16-MCC-SOU-07683 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

COUNTY:

St. Johns County, FL
County Name

Signature by County Representative

Leigh A. Daniels, CPPB
Printed Name – County Representative

Assistant Purchasing Manager
Printed Title – County Representative

Date of Signature

ASSIGNEE:

TRP Construction Group, LLC
Company Name

Signature by Assignee Representative

Printed Name Assignee Representative

Printed Title – Assignee Representative

Date of Signature

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

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

Deputy Clerk

Date

Southern States Pavement Markings, LLC.

1745 lakeside Avenue, Saint Augustine, FL 32084

Phone (904)-814-8410 Fax (904)-217-4238

An Equal Opportunity Employer

February 19, 2020

**Saint Johns County,
Board of County Commissioners
500 San Sebastian View
Saint Augustine, FL 32084**

RE: Reassign Master Contract 16-MCC-SOU-07683
Countywide Roadway Striping Services

To: Saint Johns County Board of County Commissioners:

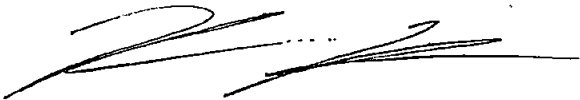
Southern States Pavement Markings, LLC merged with TRP Construction Group, LLC, effective December 22, 2019, by and through a *Plan and Agreement of Merger* dated December 10, 2019.

Southern States is requesting from the Board of Commissioners the reassignment of Master Contract 16-MCC-SOU-07683 to TRP Construction Group, LLC., of 2213 Moneda Drive, Fort Worth, TX 76117.

Please find the "Plan and Agreement of Merger" with this Letter.

Respectfully yours,

Kevin Carter



Southern States Pavement Markings, LLC



ST JOHNS COUNTY

FEB 20 '20

PURCHASING



TRP CONSTRUCTION GROUP, LLC.
2213 MONEDA ST. HALTOM CITY, TX 76117
p 817-831-1277 f 817-831-1278
www.trpconstructiongroup.com

February 19, 2020

**Saint Johns County,
Board of County Commissioners
500 San Sebastian View Saint Augustine, FL 32084**

RE: Reassign Master Contract 16-MCC-SOU-07683
Countywide Roadway Striping Services

To the Board of County Commissioners,
TRP Construction Group, LLC, merged with effective date of December 22, 2019 with Southern States Pavement Markings, LLC, by and through a *Plan and Agreement of Merger* dated December 10, 2019.

TRP Construction Group, LLC is requesting from the Board of Commissioners the reassignment of Master Contract 16-MCC-SOU-07683 to TRP Construction Group, LLC., of 2213 Moneda Drive, Fort Worth, TX 76117, as the surviving Company being TRP Construction Group, LLC. under the same terms and conditions.

TRP Construction Group, LLC. will keep their offices at 1745 Lakeside Avenue, St Augustine, FL 32259 to serve the needs of the County and their customers in Florida.

If you have any questions, please feel free to call me directly at (817) 808-1466.

Thanks,

A handwritten signature in black ink, appearing to read 'Rob Everitt', written over a horizontal line.

Rob Everitt
TRP Construction Group
(817) 808-1466
robe@trpconstructiongroup.com

ST JOHNS COUNTY

FEB 20 '20

PURCHASING

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Office of the Secretary of State

December 11, 2019

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE:
TRP Construction Group, LLC (File Number: 801312747)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

ST JOHNS COUNTY

FEB 20 '20

PURCHASING

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <https://www.sos.texas.gov/>
Fax: (512) 463-5709
TID: 10339

Dial: 7-1-1 for Relay Services
Document: 931437550002



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

Southern States Pavement Markings, LLC
Foreign Limited Liability Company (LLC)
Florida, USA
[Entity not of Record, Filing Number Not Available]

Into

TRP Construction Group, LLC
Domestic Limited Liability Company (LLC)
[File Number: 801312747]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/10/2019

Effective: 12/22/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Form 622
(Revised 12/15)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: see instructions



Certificate of Merger
Combination Merger
Business Organizations Code

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
DEC 10 2019
Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Southern States Pavement Markings, LLC

Name of Organization

The organization is a limited liability company It is organized under the laws of

Specify organizational form (e.g., for-profit corporation)

FL USA

State

Country

The file number, if any, is

Texas Secretary of State file number

Its principal place of business is 1745 Lakeside Avenue St. Augustine FL

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

TRP Construction Group, LLC

Name of Organization

The organization is a limited liability company It is organized under the laws of

Specify organizational form (e.g., for-profit corporation)

TX USA

State

Country

The file number, if any, is 801312747

Texas Secretary of State file number

Its principal place of business is 204 White Drive Colleyville TX

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a _____ It is organized under the laws of

Specify organizational form (e.g., for-profit corporation)

The file number, if any, is _____

State _____ Country _____

Texas Secretary of State file number _____

Its principal place of business is _____

Address _____

City _____

State _____

- The organization will survive the merger. The organization will not survive the merger.
- The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

- The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

Instead of providing the plan of merger, each domestic filing entity certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B. No amendments to the certificate of formation of any filing entity are being effected by the merger or by the restated certificate of formation of the surviving filing entity named in the attached restated certificate of formation.

3C. The plan of merger effected an amendment and restatement of the certificate of formation of a surviving filing entity. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.

3D. The plan of merger effected amendments or changes to the following surviving filing entity's certificate of formation.

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

4. Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

<i>Name of New Organization 1</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>
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<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
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<i>Name of New Organization 2</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>
-----------------------------------	---------------------	---------------------------------------

<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
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<i>Name of New Organization 3</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>
-----------------------------------	---------------------	---------------------------------------

<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
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Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

The approval of the owners or members of _____
Name of domestic entity
was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

A. This document becomes effective when the document is accepted and filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 22, 2019

C. This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Text Area

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: December 10, 2019

Southern States Pavement Markings, LLC

Merging Entity Name


Signature of authorized person (see instructions)

Kevin Carter

Printed or typed name of authorized person

TRP Construction Group, LLC

Merging Entity Name

Signature of authorized person (see instructions)

Thomas Rod Pekurney

Printed or typed name of authorized person

Signature of authorized person (see instructions)

Signature of authorized person (see instructions)

Printed or typed name of authorized person

Tax Area

[Empty rectangular box for Tax Area information]

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: December 10, 2019

Southern States Pavement Markings, LLC

Merging Entity Name

Signature of authorized person (see instructions)

Kevin Carter

Printed or typed name of authorized person

TRP Construction Group, LLC

Merging Entity Name

Signature of authorized person (see instructions)

Thomas Rod Pekurney

Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

**PLAN AND AGREEMENT OF MERGER
BY WHICH
SOUTHERN STATES PAVEMENT MARKINGS, LLC,
MERGES WITH AND INTO
TRP CONSTRUCTION GROUP, LLC.**

THIS PLAN AND AGREEMENT OF MERGER (this "Plan of Merger"), is made and entered into on December 10, 2019 by and among Southern States Pavement Markings, LLC, a limited liability company organized under the laws of the State of Florida (the "Merging Company") and TRP Construction Group, LLC, a limited liability company organized under the laws of the State of Texas (the "Surviving Company") and together with the Merging Company, the "Constituent Entities").

WHEREAS, the sole member of each of the Constituent Entities is TRP Construction Group Holdings, LLC;

WHEREAS, the managers and member of the Merging Company have determined that it is advisable and in the best interests of the Merging Company that the Merging Company be merged with and into the Surviving Company, with the Surviving Company as the surviving entity in the merger, upon the terms of and subject to the conditions set forth herein (the "Merger");

WHEREAS, the managers and member of the Surviving Company have determined that the Merger is advisable and in the best interest of the Surviving Company and has approved and adopted the Merger and this Plan of Merger in all respects; and

WHEREAS, the Merger shall constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and this Plan of Merger and associated documents constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Plan of Merger, the parties agree as follows:

1. The names of the parties to this Plan of Merger are:
 - (a) Southern States Pavement Markings, LLC, a Florida limited liability company; and
 - (b) TRP Construction Group, LLC, a Texas limited liability company.
2. The surviving entity in the merger will be TRP Construction Group, LLC, the Surviving Company.
3. Upon adoption of this Plan of Merger by the managers of each of the Constituent Entities, this Plan of Merger shall be submitted to the members of the Constituent Entities to the extent and in the manner required by applicable law. The consummation of the Merger is contingent upon receipt of all required manager and member approvals.
4. In accordance with the terms of this Plan of Merger and the applicable law of the States of Florida and Texas, the Constituent Entities will make appropriate filings with the Secretary of State of the State of Florida and the Secretary of State of the State of Texas.
5. The Merger shall be effective as of December 22, 2019 (the "Merger Effective Time").

6. At the Merger Effective Time, (a) the Merging Company will merge with and into the Surviving Company; (b) the Surviving Company will continue to exist and operate under its current name; (c) the separate existence of the Merging Company will cease; (d) the membership interests of the Merging Company will be cancelled as provided in this Plan of Merger; and (e) the Merger will otherwise have the effect provided under the applicable law of the States of Florida and Texas.

7. The manner and basis of converting interests and rights to acquire interests of each of the Constituent Entities is as follows:

(a) At the Merger Effective Time, (i) all of the issued and outstanding membership interests of the Merging Company, together with all rights to acquire such interests (collectively, the "Merging Company Interests"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled, and no additional interests of the Surviving Company shall be issued to TRP Construction Group Holdings, LLC, the sole member of the Merging Company and the Surviving Company, in respect thereof.

(b) Any Merging Company Interests held as treasury interests by the Merging Company shall be cancelled and retired, and no consideration shall be issued or given in exchange for such interests.

(c) Each interest of the Surviving Company outstanding immediately prior to the Merger Effective Time will remain an identical outstanding interest of the Surviving Company after the Merger Effective Time; and no interests or other securities of, or obligations convertible into interests or other securities of, the Surviving Company are to be issued or delivered under or pursuant to the Merger with respect to such Surviving Company Interests.

8. The certificate of formation of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's certificate of formation at and after the Merger Effective Time until amended in accordance with applicable law.

9. The operating agreement of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's operating agreement at and after the Merger Effective Time until amended in accordance with such operating agreement and applicable law.

10. The persons who are the managers and officers of the Surviving Company immediately prior to the Merger Effective Time will continue to be the Surviving Company's managers and officers at and after the Merger Effective Time until changed in accordance with the Surviving Company's operating agreement and applicable law.

11. The Merger is intended to constitute a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Plan of Merger and associated documents is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

12. This Plan of Merger may be amended prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

13. This Plan of Merger may be amended or terminated and abandoned prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

14. Upon the execution of this Plan of Merger and thereafter, the Merging Company and the Surviving Company each agree to do such things as may be reasonably requested by the other in order to more effectively consummate or document the transactions contemplated by this Plan of Merger. If at any time the Surviving Company shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest in the Surviving Company, in accordance with the terms of this Plan of Merger, the title of any property or rights of the Merging Company, then the last acting officers and managers of the Merging Company or the corresponding officers and managers of the Surviving Company will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, or otherwise to carry out the purposes of this Plan of Merger or the Merger.

15. Whenever the context so requires, the use of a singular number in this Plan of Merger includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. The parties agree: (a) that "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) that "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; and (c) that "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

16. This Plan of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Texas.

[Signatures on the following page.]

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.

MERGING COMPANY:

**SOUTHERN STATES PAVEMENT
MARKINGS, LLC**

By: 
Name: Kevin Carter
Title: President

SURVIVING COMPANY:

TRP CONSTRUCTION GROUP, LLC

By: _____
Name: Thomas Rod Pekurney
Title: President

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.

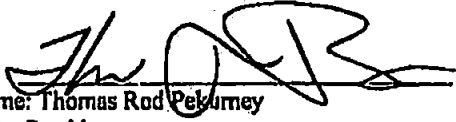
MERGING COMPANY:

**SOUTHERN STATES PAVEMENT
MARKINGS, LLC**

By: _____
Name: Kevin Carter
Title: President

SURVIVING COMPANY:

TRP CONSTRUCTION GROUP, LLC

By: 
Name: Thomas Rod Peljurney
Title: President

M 19 00000 8954

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

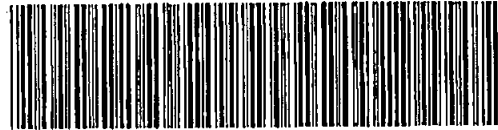
(Document Number)

Certified Copies Certificates of Status

Special Instructions to Filing Officer:

Wait in \$80.00

Office Use Only



200337918702

2019 DEC 11 AM 9:22

DEC 12 2019

RECEIVED
TALLAHASSEE, FLORIDA

2019 DEC 11 PM 12:15

Maryler

ST JOHNS COUNTY

FEB 20 '20

PURCHASING

CT CORP

**3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724**

Date: 12/11/2019

Acc#120160000072

eric DWH

Name:	SOUTHERN STATES PAVEMENT MARKINGS, LLC
Document #:	
Order #:	12456305

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **80.00**

Thank you!

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Southern States Pavement Markings, LLC	Florida	Limited Liability Company
		L18000204360

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TRP Construction Group, LLC	Texas	Limited Liability Company
		K1900008954

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

2019 DEC 11 AM 9:22
FILED

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

204 White Drive
Colleyville, Texas 76034

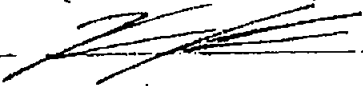
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 22, 2019

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date of the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity / Organization:	Signature(s):	Typed or Printed Name of Individual:
Southern States Pavement Markings, LLC		Kevin Carter
IRP Construction Group, LLC		Thomas Rod Pekurney

Corporations: Chairman, Vice Chairman, President or Officer
If no directors selected, signature of incorporator
General partnerships: Signature of a general partner or authorized person
Florida Limited Partnerships: Signatures of all general partners
Non-Florida Limited Partnerships: Signature of a general partner
Limited Liability Companies: Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

20A WHITE DRIVE
COLLEEVILLE, TX 76034



FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 22, 2019

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Southern States Pavement Markings, LLC		Kevin Carter
TRP Construction Group, LLC		Thomas Rod Pekurney

- Corporations: Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
- General partnerships: Signature of a general partner or authorized person
- Florida Limited Partnerships: Signatures of all general partners
- Non-Florida Limited Partnerships: Signature of a general partner
- Limited Liability Companies: Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

**PLAN AND AGREEMENT OF MERGER
BY WHICH
SOUTHERN STATES PAVEMENT MARKINGS, L.L.C.,
MERGES WITH AND INTO
TRP CONSTRUCTION GROUP, L.L.C.**

THIS PLAN AND AGREEMENT OF MERGER (this "Plan of Merger"), is made and entered into on December 10, 2019 by and among Southern States Pavement Markings, L.L.C. a limited liability company organized under the laws of the State of Florida (the "Merging Company") and TRP Construction Group, L.L.C. a limited liability company organized under the laws of the State of Texas (the "Surviving Company") and together with the Merging Company, the "Constituent Entities").

WHEREAS, the sole member of each of the Constituent Entities is TRP Construction Group Holdings, L.L.C:

WHEREAS, the managers and member of the Merging Company have determined that it is advisable and in the best interests of the Merging Company that the Merging Company be merged with and into the Surviving Company, with the Surviving Company as the surviving entity in the merger, upon the terms of and subject to the conditions set forth herein (the "Merger");

WHEREAS, the managers and member of the Surviving Company have determined that the Merger is advisable and in the best interest of the Surviving Company and has approved and adopted the Merger and this Plan of Merger in all respects; and,

WHEREAS, the Merger shall constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and this Plan of Merger and associated documents constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Plan of Merger, the parties agree as follows:

1. The names of the parties to this Plan of Merger are:
 - (a) Southern States Pavement Markings, L.L.C. a Florida limited liability company; and
 - (b) TRP Construction Group, L.L.C. a Texas limited liability company.
2. The surviving entity in the merger will be TRP Construction Group, L.L.C. the Surviving Company.
3. Upon adoption of this Plan of Merger by the managers of each of the Constituent Entities, this Plan of Merger shall be submitted to the members of the Constituent Entities to the extent and in the manner required by applicable law. The consummation of the Merger is contingent upon receipt of all required manager and member approvals.
4. In accordance with the terms of this Plan of Merger and the applicable law of the States of Florida and Texas, the Constituent Entities will make appropriate filings with the Secretary of State of the State of Florida and the Secretary of State of the State of Texas.
5. The Merger shall be effective as of December 22, 2019 (the "Merger Effective Time").

6. At the Merger Effective Time, (a) the Merging Company will merge with and into the Surviving Company; (b) the Surviving Company will continue to exist and operate under its current name; (c) the separate existence of the Merging Company will cease; (d) the membership interests of the Merging Company will be cancelled as provided in this Plan of Merger; and (e) the Merger will otherwise have the effect provided under the applicable law of the States of Florida and Texas.

7. The manner and basis of converting interests and rights to acquire interests of each of the Constituent Entities is as follows:

(a) At the Merger Effective Time, (i) all of the issued and outstanding membership interests of the Merging Company, together with all rights to acquire such interests (collectively, the "Merging Company Interests"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled, and no additional interests of the Surviving Company shall be issued to TRP Construction Group Holdings, L.L.C. the sole member of the Merging Company and the Surviving Company, in respect thereof.

(b) Any Merging Company Interests held as treasury interests by the Merging Company shall be cancelled and retired, and no consideration shall be issued or given in exchange for such interests.

(c) Each interest of the Surviving Company outstanding immediately prior to the Merger Effective Time will remain an identical outstanding interest of the Surviving Company after the Merger Effective Time; and no interests or other securities of, or obligations convertible into interests or other securities of, the Surviving Company are to be issued or delivered under or pursuant to the Merger with respect to such Surviving Company interests.

8. The certificate of formation of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's certificate of formation at and after the Merger Effective Time until amended in accordance with applicable law.

9. The operating agreement of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's operating agreement at and after the Merger Effective Time until amended in accordance with such operating agreement and applicable law.

10. The persons who are the managers and officers of the Surviving Company immediately prior to the Merger Effective Time will continue to be the Surviving Company's managers and officers at and after the Merger Effective Time until changed in accordance with the Surviving Company's operating agreement and applicable law.

11. The Merger is intended to constitute a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Plan of Merger and associated documents is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

12. This Plan of Merger may be amended prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

13. This Plan of Merger may be amended or terminated and abandoned prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

[Signatures on the following page.]

16. This Plan of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Texas.

15. Whenever the context so requires, the use of a singular number in this Plan of Merger includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. The parties agree: (a) that "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) that "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; and (c) that "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

14. Upon the execution of this Plan of Merger and thereafter, the Merging Company and the Surviving Company each agree to do such things as may be reasonably requested by the other in order to more effectively consummate or document the transactions contemplated by this Plan of Merger. If at any time the Surviving Company shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest in the Surviving Company, in accordance with the terms of this Plan of Merger, the title of any property or rights of the Merging Company, then the last acting officers and managers of the Merging Company or the corresponding officers and managers of the Surviving Company will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, or otherwise to carry out the purposes of this Plan of Merger or the Merger.

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.

MERGING COMPANY:

**SOUTHERN STATES PAVEMENT
MARKINGS, LLC**

By: 

Name: Kevin Carter

Title: President

SURVIVING COMPANY:

TRP CONSTRUCTION GROUP, LLC

By: _____

Name: Thomas Rod Pekurney

Title: President

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.

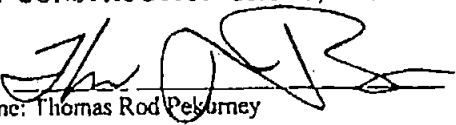
MERGING COMPANY:

**SOUTHERN STATES PAVEMENT
MARKINGS, LLC**

By: _____
Name: Kevin Carter
Title: President

SURVIVING COMPANY:

TRP CONSTRUCTION GROUP, LLC

By: 
Name: Thomas Rod Peljurney
Title: President



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 03

Bid No: 16-49; Countywide Roadway Striping Services
Master Contract No: 16-MCC-SOU-07683

Contractor: Southern States Pavement Markings, Inc
P.O. Box 4492
Saint Augustine, FL 32085

Date: July 31, 2019

Contract Amendment No: 03 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 3 of 4 is hereby being exercised by St. Johns County.
2. The contract time is extended for a period of one (1) calendar year, from October 12, 2019 through and until 11:59 p.m. Eastern Daylight Savings Time (EDST) on October 11, 2020.
3. No increases to the unit prices are granted by this Amendment.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated October 12, 2016, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative (Handwritten signature)

8/8/19
Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM Purchasing Manager
Printed Name & Title - County Representative

Signature of Contractor Representative (Handwritten signature)

8-5-2019
Date

KEVIN CARTER / PRESIDENT
Printed Name & Title

ST JOHNS COUNTY

AUG 07 '19

PURCHASING

End of Amendment No: 03

Southern States Pavement Markings, Inc.

P.O. Box 4492, Saint Augustine, FL 32085
Phone (904) 814-8410 Fax (904) 217-4238
An Equal Opportunity Employer

July 31, 2019,

Originals USPS

Diana M. Fye, CPPB
Procurement Coordinator
St. Johns County BOCC
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

RE: Bid No: 16-49 – Countywide Roadway Striping Services

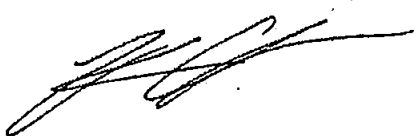
Master Contract No: 16-MCC-SOU-07683

Ms. Fye:

Southern States Pavement Markings, Inc. agrees to renew the third of four contract renewal options for **Bid No. 16-49; Countywide Roadway Striping Services** (Master Contract No. 16-MCC-SOU-07683) Bid No: 16-49 – Countywide Roadway Striping Services, Master Contract No: 16-MCC-SOU-07683 for one (1) year with **NO** changes to current unit prices.

If anything, else may be needed for your consideration, please feel free to Email or call.

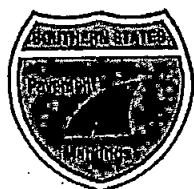
Sincerely,



Kevin Carter, President

Southern States Pavement Markings, Inc

Cc: John Stone, Melvin Carter, Joey Robinson





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 02
Bid No: 16-49; Countywide Roadway Striping Services
Master Contract No: 16-MCC-SOU-07683

Contractor: Southern States Pavement Markings, Inc
P.O. Box 4492
Saint Augustine, FL 32085

Date: August 21, 2018

Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 2 of 4 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) calendar year, from October 12, 2018 through and until 11:59pm Eastern Daylight Saving Time (EDST) on October 11, 2019.
3. No increases to the unit prices are granted by this Amendment.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated October 12, 2016.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

[Signature]
Signature of County Representative

[Date]
Date

Leigh Daniels, CPPB, Purchasing Supervisor
Printed Name & Title - County Representative

[Signature]
Signature of Consultant Representative

8/21/2018
Date

Kevin Carter its President
Printed Name & Title

End of Amendment No: 02

PURCHASING
AUG 24 18
ST. JOHNS COUNTY

Southern States Pavement Markings, Inc.

P.O. Box 4492, Saint Augustine, FL 32085

Phone (904) 814-8410 Fax (904)217-4238

An Equal Opportunity Employer

August 10, 2018

Originals USPS

Diana M. Fye, CPPB
Procurement Coordinator
St. Johns County BOCC
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

RE: Bid No: 16-49 – Countywide Roadway Striping Services

Master Contract No: 16-MCC-SOU-07683

Ms. Fye:

Southern States Pavement Markings, Inc. agrees to renew Bid No: 16-49 – Countywide Roadway Striping Services, Master Contract No: 16-MCC-SOU-07683 for one (1) year with NO changes to current unit prices.

If anything else may be needed for your consideration, please feel free to Email or call.

Sincerely,



Kevin Carter, President

Southern States Pavement Markings, Inc

Cc: John Stone, Melvin Carter, Joey Robinson





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 01

Bid No: 16-49-03; Countywide Roadway Striping Services
Master Contract No: 16-MCC-SOU-07683

Contractor: Southern States Pavement Markings, Inc.
P.O. Box 4492
Saint Augustine, FL 32085

Date: September 5, 2017

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 1 of 4 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from October 12, 2017 for a period of one (1) year and shall expire at 11:59pm Eastern Standard Time (EST) on October 11, 2018.
3. No increases to the unit prices are granted by this Amendment.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated October 12, 2014.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative (Handwritten signature of Jaime T. Locklear)

Date: 9/26/17

Jaime T. Locklear, MPA, CPPB, FCCM - Assistant Purchasing Manager
Printed Name & Title - County Representative

Signature of Contractor Representative (Handwritten signature of Kevin Cantor)

Date: 9/22/17

Kevin Cantor / President
Printed Name & Title

ST JOHNS COUNTY
SEP 26 '17
PURCHASING

End of Amendment No: 01

Southern States Pavement Markings, Inc.

P.O. Box 4492, Saint Augustine, FL 32085

Phone (904) 814-8410 Fax (904) 217-4238

An Equal Opportunity Employer

September 5, 2017

David Klages

Contract Coordinator

St. Johns County BOCC

500 San Sebastian View, Suite 036

St. Augustine, FL 32084

Mr. Klages

Southern States Pavement Markings, Inc will like to renew the **Bid No: 16-49; Countywide Roadway Striping Services** (Master Contract No. 16-MCC-SOU-07683) under the same terms and conditions as the (attached) master contract.

If anything else may be needed for your consideration, please feel free to Email or call.

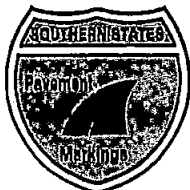
Sincerely,

Kevin Carter



Kevin Carter, President

Southern States Pavement Markings, Inc.





**CONTINUING CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**
(2012 EDITION)
MASTER CONTRACT #: 16-MCC-SOU-07683

This Contract Agreement ("Agreement") is made and entered into as of this 12th day of October, 2016, 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, Florida, 32084, and **Southern States Pavement Markings, Inc.** ("Contractor"), a company authorized to do business in the State of Florida, with mailing address: 1745 Lakeside Avenue, St. Augustine, FL 32084; Phone: (904) 814-8410; Fax: (904) 217-4238; under seal for **Bid No. 16-49; Countywide Roadway Striping Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The Contract and Contract Documents
 - 1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
 - 1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No. 16-49 documents, together with all addenda thereto; (3) all Specifications; and (4) all duly executed Task Orders, Change Orders and Field Orders issued after the Effective Date of the Agreement. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.
- 1.2 Contract Term and Extension
 - 1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of acceptance by all parties ("Effective Date"), and shall remain in effect for a period of one (1) year.
 - 1.2.2 The term of the Contract may be renewed for up to four (4) one (1) year renewal periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While this Agreement may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly noted that the option of renewing or extending this Agreement is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of this Agreement.
- 1.3 Entire Agreement
 - 1.3.1 The Contract, together with the Contractor's Insurance Certificate(s), and Public Construction Bond(s) (as applicable), constitutes the entire and exclusive agreement between the County and the Contractor with reference to Bid No. 16-49; Countywide Roadway Striping Services. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.
- 1.4 No Privity with Others
 - 1.4.1 Nothing contained in the Contract shall create, or be interpreted to create, privity or any other contractual agreement between County and any person or entity other than the Contractor.
- 1.5 Intent and Interpretation
 - 1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.
 - 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the appropriate industry; and third, if there is no generally accepted meaning in the industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including any Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined any such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on any Drawings or Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of a Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
- 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: application of the whole or a designated part of a project as set forth in each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence with the Work for each project within five (5) days upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum as specified by Task Order for each and every calendar day of unexcused delay in achieving Completion of the Work beyond the date specified by Task Order for Completion of the Work. Any sums due and payable hereunder by the Contractor shall be withheld, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.2.1 Should the Contractor, or in case of his default, the Surety fail to complete the work within the time stipulated in the Task Order, or within such extra time as may have been granted by the County, the Contractor, or in case of his default, the Surety shall pay to the County, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

Original Contract Amount Daily Charge Per Calendar Day	
\$50,000 and under.....	\$763
\$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million

(Round to nearest whole dollar)

3.2 Completion

3.2.1 "Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project.

4.2 The Project Price shall be based upon the Unit Prices, as submitted in the Contractor's Bid Proposal, and provided herein as Exhibit "A". The Unit Prices shall remain firm throughout the duration of the Contract, unless otherwise amended at the time of a renewal. No fees, markup, or costs other than the Unit Prices provided herein shall be paid by the County throughout the duration of this Agreement.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Project Proposal

5.1.1 Upon request by the County, the Contractor shall submit a Project Proposal allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Project Proposal shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Project Proposal, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Project Proposal shall be used as a basis for the Task Order, and the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price for each Task Order. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On the first day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the last day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
 - (2) claims of third parties against the County or the County's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to the County or a third party to whom the County is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

- 5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Completion

- 5.5.1 When the Contractor believes the Work required by Task Order for each project is Complete, the Contractor shall submit to the Project Manager a request for Certification of Completion. When the Project Manager on the basis of an inspection determines that the Work is in fact Complete, the Project Manager shall prepare a Certificate of Completion which shall establish the date of Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance. Guarantees required by the Contract Documents shall commence on the date of Completion of the Work. The Certificate of Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

- 5.5.1.1 In the event the Work is determined incomplete upon inspection by the Project Manager, the Project Manager shall provide the Contractor with a list of any and all incomplete tasks and corrections to the Work that must be made, and a timeframe by which the corrections must be completed.

Until Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete, and any and all corrections to the Work have been completed, and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate of Completion for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Task Order, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2 per day for each and every calendar day

of unexcused delay in achieving Completion beyond the date set forth for Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.
- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Application for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site, as needed. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for the Work to be performed.
- 6.1.3 The County shall furnish the Contractor, free of charge, an electronic copy of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

- 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and

expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.

7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

- 7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during performance of the Work. Additionally, the Contractor shall maintain at the project site for the Project Manager any approved Product Data, Samples and other similar required submittals. For each project, upon Completion of the Work, such record documents shall be delivered to the County.
- 7.9 Product Data and Samples
- 7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to the County, as applicable, prior to Completion.
- 7.10 Cleaning the Site and the Project
- 7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.
- 7.11 Access to Work
- 7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Completion. The Contractor shall take whatever steps necessary to provide access when requested.
- 7.12 Indemnity
- 7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.
- 7.13 Safety
- 7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.
- 7.13.2 The Contractor shall designate a member of the on-site Work team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

- 8.1 Project Manager
- 8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

- 8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of any drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall submit Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall approve a Final Application for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.
- 8.2 Claims by the Contractor
- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute

any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

8.3 Field Orders

- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price, or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

- 9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

- 9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within five (5) days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

- 10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

- 10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.
- 10.2 Change Order Defined
- 10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by an authorized County representative, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Project Price and/or the Project Time.
- 10.3 Changes in the Project Price
- 10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.
- 10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Application for Payment.
- 10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitably adjusted.
- 10.4 Minor Changes
- 10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.
- 10.5 Effect of Executed Change Order
- 10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 10.6 Notice to Surety; Consent
- 10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

- 11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.
- 11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

- 11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.
- 11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

- 11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

- 12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate

performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted; reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the

Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The 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 Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

13.1.1.1 The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property 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.

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

13.1.1.3 The Contractor shall maintain during the life of this Contract, 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 a Contractor.

13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.

13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.

13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 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.

- 16.2 In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (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.
- 16.3 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.
- 16.4 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.
- 16.5 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 XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Arbitration

17.2.1 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.

17.3 Notices

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

St. Johns County Purchasing Department
ATTN: Jaime Locklear, CPPB, FCCM, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

Notices sent to the Contractor shall be mailed to:

Southern States Pavement Markings, Inc
1745 Lakeside Avenue
St. Augustine, FL 32084

17.4 Successors and Assigns

17.4.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.5 Surety Bonds

17.5.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.6 Safety of Persons and Property

17.6.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.6.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.6.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.7 Amendments

17.7.1 It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.8 Compliance with Local, State, and Federal Rules, Regulations, and Laws

17.8.1 In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.9 Effect of Failure to Insist on Strict Compliance with Conditions

17.9.1 The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.10 Severability

17.10.1 If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such

word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.11 Execution in Counterparts

17.11.1 The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.12 Authority to Execute

17.12.1 Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.13 Notice Regarding Public Entity Crimes

17.13.1 Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

17.13.2 Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.14 Termination Under Section 287.135, Florida Statutes

17.14.1 Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.15 Royalties and Payments

17.15.1 The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.16 Permits and Licenses.

17.16.1 To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance. The Contractor shall warrants that it has and shall continue to maintain permits, licenses, certificates and/or approvals throughout the duration of the Contract.

17.17 Completion of All Required Forms

17.17.1 Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.18 No Third Party Beneficiaries

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

17.19 E-Verify

17.19.1 The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.20 Use of County Logo

17.20.1 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.

17.21 Survival.

17.21.1 It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

**Bid No: 16-49; Countywide Roadway Striping Services
MASTER CONTRACT # 16-MCC-SOU-07683**

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the County and Contractor has hereunto set his/her hand the day and year above written.

COUNTY

St. Johns County, FL (Seal)

By: *Jaime T. Locklear*
County Representative Signature

Jaime T. Locklear
(Printed Name)

Contract Admin. Mgr
(Title)

12 Oct 16
(Date of Execution)

CONTRACTOR

Southern States Pavement Markings, Inc (Seal)

By: *[Signature]*
Contractor Representative Signature

KEVIN CARTER
(Printed Name)

President
(Title of Signing Representative)

October 11, 2016
(Date of Execution)

ATTEST:

St. Johns County, FL Clerk of Courts:

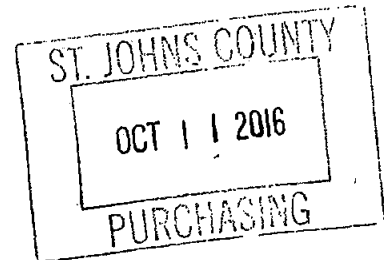
By: *Sandra J. Jordan*
Deputy Clerk

10/13/16
Date of Execution

Legally Sufficient

[Signature]
Sr. Assistant County Attorney

10/13/16
Date of Execution



**Bid No: 16-49; Countywide Roadway Striping Services
 MASTER CONTRACT # 16-MCC-SOU-07683**

**EXHIBIT "A"
 UNIT PRICE LIST**

Item:	Product Type:	Unit:	Painted:	Thermoplastic:	Misc.
A	White – Solid				
	4"	NM	\$300.00	\$1200.00	
	6"	NM	\$900.00	\$3800.00	
	8"	LF	\$0.25	\$1.00	
	12"	LF	\$0.85	\$2.00	
	18"	LF	\$1.00	\$2.50	
	24"	LF	\$1.60	\$3.25	
B	White – Skip				
	4"	LF	\$0.20	\$0.85	
	6"	LF	\$0.27	\$1.00	
C	Yellow – Solid				
	4"	NM	\$300.00	\$1200.00	
	6"	NM	\$900.00	\$3800.00	
	8"	LF	\$0.25	\$1.00	
	12"	LF	\$0.85	\$2.00	
	18"	LF	\$1.00	\$2.50	
D	Yellow – Skip				
	4"	GM	\$150.00	\$300.00	
	6"	GM	\$475.00	\$1600.00	
E	Yellow – Double				
	4"	NM	\$400.00	\$2000.00	
	6"	NM	\$1800.00	\$7500.00	
F	Audible & Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	N/A	\$500.00	
	Yellow – Skip 6"	GM	N/A	\$500.00	
	White – Solid 4"	NM	N/A	\$500.00	
	White – Solid 6"	NM	N/A	\$500.00	
G	Markings				
	STOP	EA	\$30.00	\$75.00	
	R/R	EA	\$50.00	\$120.00	
	ONLY	EA	\$30.00	\$75.00	
	MERGE	EA	\$40.00	\$75.00	
	SCHOOL	EA	\$40.00	\$75.00	
	AHEAD	EA	\$40.00	\$70.00	
	TURN AND THROUGH LANE TURN ARROW	EA	\$40.00	\$80.00	
	THROUGH LANE USE ARROW	EA	\$20.00	\$50.00	
	TURN LANE USE ARROW	EA	\$20.00	\$50.00	
H	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$3.00	\$3.00	
	Mono-Directional Colorless	EA	\$3.00	\$3.00	
	Bi-Directional, White/Red	EA	\$3.00	\$3.00	
I	Miscellaneous/Traffic Management				
	Removal of Existing Marking	SF			\$1.00
	Duty Officer	HR			\$30.00
	Lane Closure Traffic Maintenance	DAY			\$250.00



St. Johns County Board of County Commissioners

Purchasing Division

October 12, 2016

Southern States Pavement Markings, Inc
1745 Lakeside Avenue
St. Augustine, FL 32084

RE: Bid No: 16-49 – Countywide Roadway Striping Services
Master Contract No: 16-MCC-SOU-07683

To Whom It May Concern:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services.

This Contract is in effect as of October 12, 2016, and services may begin upon receipt of duly signed Task Orders.

Your point of contact for the respective work is Mr. Tommy Mashburn, SJC Engineering Dept, who can be contacted at tmashburn@sjcfl.us or (904) 209-0184.

If you have any questions regarding this contract, you can contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in cursive script that reads "Jaime T. Locklear".

Jaime T. Locklear, CPBB, FCCM
Contract Administration Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
(904) 209-0150 – Main
jlocklear@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid No: 16-49 – Southern States Master Contract File

Southern States Pavement Markings, Inc.

P.O. Box 4492, Saint Augustine, FL 32085

Phone (904) 814-8410 Fax (904)217-4238

An Equal Opportunity Employer

October 11, 2016

Jaime T Locklear

Contracts Administration Manager

500 San Sebastian View

St. Augustine FL, 32084

Ms. Locklear:

Please find;

1. Three signed originals of the Contract Agreement,
2. Signed Original of the Acceptance of Notice to Award,
3. Certificate of Insurance to St John's County

If anything else may be needed for your consideration, please feel free to Email or call.

Sincerely,

Kevin Carter

Kevin Carter, President

Southern States Pavement Markings, Inc

