

RESOLUTION NO. 2013 - 173

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 13-59 AND TO EXECUTE AGREEMENTS FOR MINOR UTILITY SERVICES (2013')

RECITALS

WHEREAS, the County desires to enter into contracts with Gruhn May, Inc., Callaway Contracting, Inc. and TB Landmark Construction Inc. to provide services for Minor Utility Services (2013'); and

WHEREAS, the scope of the project shall generally include furnishing all labor and materials necessary for the installation and/or rehabilitation of minor utility services; and

WHEREAS, through the County's formal RFQ process, Gruhn May, Inc., Callaway Contracting, Inc. and TB Landmark Construction Inc were selected as the most qualified respondents to enter into a contracts with the County to perform the work referenced above; and

WHEREAS, the project is being funded through 4488-56302 and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract 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 award RFQ 13-59 Minor Utility Services (2013') to Gruhn May, Inc., Callaway Contracting, Inc. and TB Landmark Construction Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Gruhn May, Inc., Callaway Contracting, Inc. and TB Landmark Construction Inc. on behalf of the County for the completion of Minor Utility Services (2013') specifically provided in RFQ 13-59.

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 20th day of August, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: Cheryl Strickland, Clerk

By: Ken Halteeman
Deputy Clerk

RENDITION DATE 8/22/13



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

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

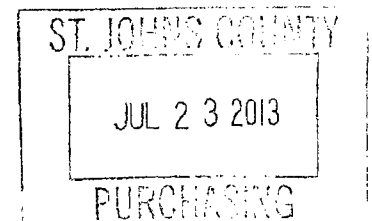
TO: Frank Kenton, Administrative Manger
FROM: Sharon Haluska, Contracts Manager
SUBJECT: RFQ 13-59 – Minor Utility Services
DATE: July 18, 2013

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

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

Dept. Approval C 2 Kenton
Date 7/19/13
Budget Amount \$1,000,000
Account Funding Title System Improvements
Funding Charge Code 4488-56302
Award to Gruhn May, TB Landmark Construction and Callaway Contracting
Award Amount Based on bid as projects come up
(Use additional sheet/s as needed)



EVALUATION SUMMARY SCORE SHEET
RANKING OF CONTRACTOR SERVICES

Date: July 18, 2013
RFQ: 13-59 - Minor Utility Services 2013'

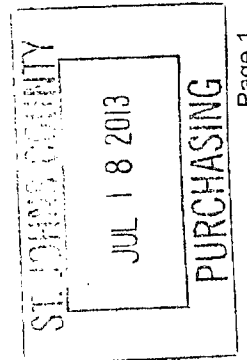
ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

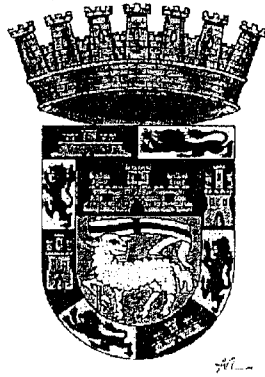
FIRM	EVALUATORS							TOTAL	RANKING	COMMENTS
	Floyd Register	Greg Caldwell	Larry Miller	Tim Harley	David McLendon w/references					
Gruhn May, Inc.	95	83	95	81	105		459	1		
TB Landmark Construction, Inc.	95	78	90	80	100		443	2		
Callaway Contracting, Inc.	95	87	80	57	100		419	3		
WPC Industrial Contractors, LLC	80	78	80	74	90		402	4		
Sawcross, Inc.	70	80	86	77	85		398	5		
Garney Construction	80	75	77	77	80		389	6		
Grimes Utilities, Inc.	80	73	56	62	75		346	7		

APPROVED: Interim Purchasing Director: *[Signature]*
Utility Department: *[Signature]*

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

POSTING TIME/DATE FROM 4:00 p.m. July 18, 2013 UNTIL 4:00 p.m. July 22, 2013
ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.





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

RFQ NO.: 13-59

REQUEST FOR QUALIFICATIONS (RFQ)

MINOR UTILITY SERVICES 2013'

FINAL 6/7/13

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150**

REQUEST FOR QUALIFICATIONS (RFQ) 13-59

MINOR UTILITY SERVICES 2013'

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I - ADVERTISEMENT

ST. JOHNS COUNTY REQUEST FOR QUALIFICATIONS (RFQ) RFQ NO.: 13-59

Notice is hereby given that the St. Johns County Board of County Commissioners is soliciting Request for Qualifications (RFQ) packages for **RFQ: 13-59 MINOR UTILITY SERVICES 2013'**. Qualified firms desiring to be considered should submit one (1) original and five (5) copies for a total of six (6) sets of an entire Submittal to Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Bldg. at **500 San Sebastian View**, St. Augustine, FL 32084, phone number (904) 209-0150. All Submittal packages are due to be received no later than **4:00 p.m. (EST), Thursday, July 11, 2013**. **NOTE:** Submittal packages received or delivered after 4:00 p.m. will not be considered and shall be returned to the sender unopened.

GENERAL SCOPE OF SERVICES:

The St. Johns County Board of County Commissioners is soliciting responses from qualified and experienced firms to provide Minor Utility Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of limited service extensions of localized distribution and collection facilities generally involving water, sewer and reuse piping of sixteen (16) inches or less; gravity sewers; low pressure system piping; manhole liners; STEP tanks, pump station and other related services including ancillary electrical work that provide water and/or wastewater services between individual properties and major transmission facilities. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFQ documents.

EVALUATION OF SUBMITTALS:

Submittals shall be evaluated in accordance with the following Evaluation Criteria: A) Company Qualifications, B) Project Experience (Non-St. Johns County) C) Project Experience with St. Johns County D) Company Organization, Manpower & Equipment E) Quality of Submittal and G) References.

RFQ PACKAGE REQUESTS:

Request for Qualification documents may be obtained electronically from Sharon Haluska via email request to shaluska@sjcfl.us. Provide full company name, full company address, company phone #, primary contact name and contact email address and request RFQ Documents for 13-59 – Minor Utility Services 2013'.

ALL questions related to this RFQ shall only be directed ***in writing*** to Sharon Haluska, Contracts Manager via fax number (904) 209-0157 or email to shaluska@sjcfl.us. The deadline for **all** questions shall be **4:00 P.M., Wednesday, June 26, 2013**. Questions received after the specified deadline will not be considered for response.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically

download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

II. INTRODUCTION

RFQ NO.: 13-59 MINOR UTILITY SERVICES 2013'

A. REQUEST FOR QUALIFICATIONS DESCRIPTION

1. General Scope of Work

The St. Johns County Board of County Commissioners is soliciting responses from qualified and experienced firms to provide Minor Utility Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of limited service extensions of localized distribution and collection facilities generally involving water, sewer and reuse piping of sixteen (16) inches or less; gravity sewers; low pressure system piping; manhole liners; STEP tanks, pump station and other related services including ancillary electrical work that provide water and/or wastewater services between individual properties and major transmission facilities. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFQ documents.

Subcontracting is discouraged, however when projects necessitate the use of subcontractors the County shall have the right to review a list of proposed subcontractors and approve or disapprove any contractor, subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

The Contractor shall comply with all safety standards and regulations as required by St. Johns County, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit Attachment "E-2" – Certificate of Compliance with the Florida Trench Safety Act.

2. Contractor Qualifications

The proposing Contractor must be fully licensed to do business in the State of Florida and hold either a current Certified General Contractor or Certified Underground Utility Contractor license at the time of submittal and have successfully constructed, as a prime or subcontractor, at least seven (7) projects in the last five (5) years of the type of minor utility services project described above in the General Scope of Work.

If the proposing Contractor has successfully constructed projects directly under contract with the St. Johns County Board of County Commissioners the Contractor may submit a maximum list of five (5) projects for consideration.

The proposing Contractor must have personnel who are fully qualified and experienced to supervise or perform the scope of work in compliance with the specifications and in a safe and timely manner.

The Contractor must also own, lease or have the ability to rent any equipment required to successfully perform the specified scope of work.

3. Insurance Requirements

The proposing Contractor must be fully insured and carry the following types and limits of insurance:

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.

A brief description of operations **referencing RFQ 13-59 – Minor Utility Services 2013'** shall also be listed as a description on 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
500 San Sebastian View
St. Augustine, FL 32084

- a) **Workers' Compensation:** 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 employees (if three or more) per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** 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 the CONTRACTOR.
- d) **Umbrella or Excess Liability:** 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.

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

d. Public Construction Bond – Public Construction Bonds will be required on a Task Order by Task Order basis when an individual Task Order amount exceeds \$0,000.00 in value.

B. RFQ Contact Information

All questions or inquiries related to the procurement process or technical scope of this RFQ must be submitted *in writing* to Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept. via fax at (904) 2090157 or email to shaluska@sjcfl.us and must be received **no later than 4:00 P.M., Wednesday, June 26, 2013** to allow adequate time for response and/or an addendum. Please **do not** contact any other St. Johns County Staff member with questions or inquiries. All inquiries will be routed to the appropriate staff member for response.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

C. Due Date and Location

Request for Qualification (RFQ) packages containing letters of interest and all required information outlined in Section III of this document shall be received no later than **4:00 p.m. (EST), Thursday, July 11, 2013**. Mail or deliver all Submittal packages to Sharon Haluska, Contract Administrator, St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, FL 32086, phone number (904) 209-0156. **NOTE:** Any package received or delivered to the St. Johns County Purchasing Department after 4:00 p.m. shall not be considered and will be returned to the sender unopened.

D. Evaluation of Proposals

Proposals will be evaluated in accordance with the following Evaluation Criteria:

1. Company Qualifications
2. Project Experience (Non-St. Johns County)
3. Previous Experience with St. Johns County
4. Company Organization, Manpower & Equipment
5. Quality of Submittal
6. References

(Please see attached Evaluation Criteria and Evaluation Sheet) An Evaluation Team shall review and score each proposal individually. Final rankings will be summarized in a Public Meeting and a recommendation will be presented to the Board of County Commissioners for approval and authorization to conduct negotiations (if needed). The Evaluation Team will make every reasonable effort to make recommendations based upon the written submittals alone; however, in the event rankings cannot be clearly determined, then the Evaluation Team shall request the Purchasing Director to schedule presentations /interviews the top ranked firms.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the County elects to conduct oral presentations or interviews selected firms will be notified if presentations /interviews are required and all such presentations or interviews will be open to the public.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firms whose proposals best serve the interests of St. Johns County.

“In the event that a Contract/Agreement is Attached to the RFP, such Attached Contract/Agreement is For Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the County. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any Proposal does not constitute an award of a Contract/Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any Proposal, Contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer’s Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney’s fees) borne by any Proposer, during the entire RP process. Such expenses, costs, and/or fees (including attorney’s fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP.”

Any firm affected adversely by an intended decision with respect to the award of any proposal, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the RFQ Tabulation. Protest procedures may be obtained in the Purchasing Department. Any protests must be filed prior to expiration of the time period and

followed up in writing with in five (5) calendar days.

E. Contract Award

St. Johns County will consider issuing Continuing Contracts to multiple firms for the general scope of work specified above for an initial one (1) year period with the option to annually renew contracts in place for a maximum of four (4) one year contract periods.

The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

Upon selection and prior to award of a contract the County will require the Contractor to submit a standard St. Johns County Time and Material Rate Form (see Sample T&M Rate form below) which will be subject to negotiation and acceptance by both the Contractor and the County. Allowable markup rates shall be a maximum as follows:

Subcontractors:	Cost + 15%
Materials:	Cost + 15%
Equipment Rental:	Cost + 15%

Time and Material rate adjustments will only be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

Projects shall be authorized on a Task Order by Task Order basis and shall be mutually agreed upon by all parties. Each Task Order shall state the Scope of Work, the Task Order Value, and the Project Schedule. Task Orders shall be issued on a Not-To-Exceed basis and will not be increased without prior written approval of an authorized County representative. Any change to the scope, value or schedule of an active Task Order shall be authorized in writing by issuance of a Change Order and approved by St. Johns County prior to any work being implemented Any work performed without a fully executed Change Order shall be done so at the Contractor's own risk.

St. Johns County reserves the right to solicit closed bids for small underground utility projects that fall within the General Scope of Work/Project Description of this RFQ and with an estimated value is less than \$200,000.00. A closed bid is solicited only from those firms who are under Continuing Contracts at the time services are required. A closed bid may be a Time and Material Not-To-Exceed, Unit Price Not-to-Exceed or Lump Sum value and the fee type shall be stipulated at the time the project is bid.

EVALUATION CRITERIA
RFQ 13-59 MINOR UTILITY SERVICES 2013'

A. COMPANY QUALIFICATIONS – Evidence of qualifications shall be illustrated through the information requested in Section III in the form of a Letter of Introduction, Licenses and Certifications, Certificate of Insurance and Statement of Qualifications. **Qualifications shall be graded on a scale of 0 – 25 points.**

B. PROJECT EXPERIENCE (Non St. Johns County) – Evidence of experience that best illustrates that the firm has successfully completed at least seven (7) minor utility projects as a prime or subcontractor in the last five (5) years of the type and size of that described in the General Scope of Work for clients outside of St. Johns County. **Experience shall be graded on a scale of 0 – 35 points.**

C. PREVIOUS EXPERIENCE (St. Johns County Board of County Commissioners) – Evidence of past experience under direct contract with the St. Johns County Board of County Commissioners as a prime or subcontractor for the type and size of work as described in the General Scope of Work. **Previous experience shall be graded on a scale of 0 – 15 points.**

D. ORGANIZATION, MANPOWER & EQUIPMENT – Demonstrated evidence of company organization, qualified and experienced personnel, and access to required equipment to successfully perform the work as specified. **Organization, Manpower & Equipment shall be graded on a scale of 0 – 10 points.**

E. QUALITY OF SUBMITTAL – The submittal package shall be evaluated for content of the requested information as outlined in Section III – Request for Qualifications Submittal section and submission of the Additional forms. The submittal package shall also be evaluated for the format and order of presentation. **Quality of Submittal shall be graded on a scale of 0 to 10 points.**

F. REFERENCES – In order to avoid duplication only one St. Johns County designated staff member shall contact and score references. References will be scored 2 points each for satisfactory reference contacted. Two attempts will be made by the designated County representative to contact the firm and party shown on each reference. If no response is received after two attempts, the applicable reference shall receive a score of zero (0). The Reference Score for each of the five references shall be added together for a Total Reference Score. **References shall be graded on a scale of 0 to 10 points.**

III – REQUEST FOR QUALIFICATIONS SUBMITTAL

SUBMITTAL FORMAT

Firms desiring to provide the required services as specified in the Request for Qualifications should apply by submitting **one (1) original and five (5) copies for a total of six (6) sets** of the following information in the **exact order and format as shown below:**

A. Company Qualifications – In this section of the Submittal firms shall provide evidence of qualifications by completing and submitting the following information and attachments:

A-1. Letter of Introduction & Interest

Cover Letter of Introduction & Interest (**limit cover letter to 1 page**) providing the following: (a) Legal company name, (b) physical street address and mailing address if different than street address (c) Primary company phone and fax numbers (d) website address (if applicable) (e) names and titles of principals (f) brief statement of company history (date of establishment, number of years in business, etc) (g) brief description of business philosophy and (h) the reason for interest in submitting a response to this request.

A-2. Proof of Qualifications – In this section of the Submittal, firms shall provide evidence of the following:

1. Current and valid State of Florida Business license and
2. Current and valid license - Certified Underground Utility Contractor or
3. Current valid license as a Certified General Contractor

Evidence of required licenses shall be shown by completing and submitting **Attachment “A-2.1”**.

4. Proof of Insurance of the types and limits of coverage as shown Item 3 – Insurance Requirements shown above. Insert current Certificate of Insurance as **Attachment “A-2.2”**.
5. Complete and submit **Attachment “A-2.3”**– Statement of Qualifications

(Category A - Up to Total Maximum of 25 points)

B. Company Experience outside St. Johns County – In this section of the Submittal, firms shall provide evidence of experience in successfully completing seven (7) minor utility projects of the type described in the general scope of work above by completing all requested information and submitting **Attachment “B”** – Project Experience (Non-St. Johns County). Photographs may be submitted to illustrate each project but must be clearly marked with the project name and date.

(Category B – 5 points each up to a Total Maximum of 35 points)

C. Company Experience with St. Johns County – In this section of the Submittal, firms shall provide evidence of experience in successfully completing three (3) minor utility projects of the type described in the general scope of work above by completing all requested information and

submitting **Attachment “C”** – Project Experience (St. Johns County Board of County Commissioners). Photographs may be submitted to illustrate each project but must be clearly marked with the project name and date.

(Category C – 5 points each up to a Total Maximum of 15 points)

D. Organization, Manpower and Equipment – In this section of the Submittal, firms shall provide the following information:

1. Company Organization Chart or description of the structure of the company by submitting **Attachment “D-1”**.

2. List of Key Personnel qualified to perform the scope of work by completing all information and submitting **Attachment “D-2”** – Personnel List. The personnel list shall include any one who will be performing the responsibilities of a superintendent, foreman, laborer, or any other applicable position on projects issued under this RFQ. Resumes may be submitted but are not required.

3. List of Equipment owned or leased to be used in completing projects by completing all information and submitting **Attachment “D-3”** – Equipment List

(Category D - Up to Total Maximum of 10 points)

E. Quality of Submittal & Additional Forms – The submittal package shall be evaluated for content of the requested information, format and order of presentation and completion of the following:

1. Attachment “E-1” – Affidavit
2. Attachment “E-2” – Compliance with the Florida Trench Safety Act
3. Attachment “E-3” – Drug-Free Workplace

(Category E - Up to Total Maximum of 10 points)

F. References -- In this section of the Submittal firms shall provide a list of five (5) references for underground utility projects by completing and submitting **Attachment “F-1”** (These references can be the same or different than those listed on Attachments “B-1 & C-1” but references listed on this **Attachment “F” are the only ones that will be contacted for scoring of this section**).

(Category F – 2 points for each favorable reference up to Total Maximum of 10 points)

RFQ NO.: 13-59

Company Name: _____

Attachment "A-1"

LETTER OF INTRODUCTION and INTEREST
(Attach or insert copy here)

RFQ NO.: 13-59

Company Name: _____

Attachment "A-2.2"

CERTIFICATE OF INSURANCE (Attach or insert copy here)

RFQ NO.: 13-59

Company Name: _____

Attachment "A-3"

STATEMENT OF QUALIFICATIONS

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title)

(Full Legal Company Name)

has performed, as a prime or sub-contractor, at least seven (7) projects of similar type and size that proposed in the scope of services for this Request for Qualifications (RFQ), and has been in business for at least five (5) years. I also certify that the above named company is capable of bonding any Task Order in excess of \$50,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Request for Qualifications (RFQ) and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

By: _____
(Signature)

Date: _____

RFQ NO.: 13-59

Company Name: _____

Attachment "B" (pg 1 of 2)

PROJECT EXPERIENCE – NON ST. JOHNS COUNTY

1. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

Attachment "B" (pg 2 of 2)

4. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

6. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

7. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____ \

RFQ NO.: 13-59

Company Name: _____

Attachment "C" (pg 1 of 2)

PROJECT EXPERIENCE – ST. JOHNS COUNTY

1. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

Attachment "C" (pg 2 of 2)

4. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

RFQ NO.: 13-59

Company Name: _____

Attachment "D-1"

COMPANY ORGANIZATION CHART or DESCRIPTION
(Attach or insert copy here)

RFQ NO.: 13-59

Company Name: _____

Attachment "E-1" - AFFIDAVIT

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

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

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

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for **RFQ No. 13-59, Minor Utility Services 2013**.

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

(Bidder)

By _____

(Title)

Sworn and subscribed to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

PROPOSER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH SUBMITTAL.

RFQ NO.: 13-59

Company Name: _____

Attachment "E-2"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: _____

Bidder

Date

Authorized Signature

RFQ NO.: 13-59

Company Name: _____

Attachment "E-3"
DRUG-FREE WORKPLACE FORM

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

_____ Does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drugfree workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the requirements above.

Offeror's Signature

Date

RFQ NO.: 13-59

Company Name: _____

**Attachment "F"
REFERENCES**

1. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

4. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #: _____

Dollar Value of Project: _____

Completion Date of Project: _____

NOTE: Only those projects shown on this page will be contacted to qualify for points in this category.

**IV - SUBMITTAL CHECKLIST/SCORING WORKSHEET
FOR RFQ 13-59 – UNDERGROUND UTILITY SERVICES 2013'**

	ATTACHMENT NAME and #	CHECK BOX	For St. Johns Co. Evaluator Use Only
A. Company Qualifications	A-1 - Letter of Introduction & Interest		
	A-2.1 - License & Certification List		
	A-2.2 – Proof of Insurance		
	A-2.3 – Statement of Qualifications		
		“A” – Sub Total	
B. Company Experience	B – Project Experience (Non-St. Johns County		
C. Company Experience	C – Project Experience with St. Johns County		
D. Organization, Manpower & Equipment	D-1 – Company Organization Chart or Company Description		
	D-2 – Personnel List		
	D-3 – Equipment List		
		“D” – Sub Total	
E. Quality of Submittal & Additional Forms	All of the above submitted in the format and order as shown		
	E-1 - Affidavit		
	F-2 -- Compliance with Florida Trench Safety Act		
	E-3 – Drug-Free Workplace Form		
		“E” – Sub Total	
F. References	F – Reference List		
		TOTAL SCORE	

END OF DOCUMENT



**MASTER CONTINUING CONTRACT AGREEMENT
RFQ No: 13-59 - - Minor Utility Services (2013')**

This Contract Agreement is made as of this _____ day of _____, 2013, by and between St. Johns County, FL, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Callaway Contracting, Inc, a corporate entity authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 10950 New Berlin Road, Jacksonville, FL, 32226 and whose Phone: (904) 751-8944 and Fax: (904) 751-0940.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide all labor, materials, and equipment necessary to furnish all labor and materials necessary for the installation and/or rehabilitation of minor utility services in accordance with RFQ #13-59 Contract Documents which include the RFQ Documents, Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at any St. Johns County Facility, provided by the CONTRACTOR, shall be under the general direction of the St. Johns County Utility Department authorized designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the Services required under this Contract according to each schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY at the end of each month for Services satisfactorily performed, and materials satisfactorily delivered, after the materials and Services have been provided. The COUNTY shall pay to the Contractor in accordance with the Time & Material Rate form attached to this Contract Agreement (see Exhibit A-1").
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that Services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. FINAL INVOICE: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all Services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of

fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) consecutive calendar days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

This Contract may be terminated with cause by the COUNTY upon the COUNTY providing fourteen (14) days advance written notice to the CONTRACTOR of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

The COUNTY may grant the CONTRACTOR a period of seven (7) days in which to cure the cause for termination. In the event that the CONTRACTOR fails to take satisfactory measures to cure such cause as determined by the COUNTY, then this Contract shall terminate with no further notice to the CONTRACTOR. Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

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

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

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

ARTICLE 7 - SUBCONTRACTING

The CONTRACTOR is not permitted to utilize sub-contractors for any aspect of the Services required under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
- The COUNTY will be named as additional insured on both the General Liability and Auto Liability policies.
 - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - Certificate Holder shall be shown as: St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084
- C. Insurance Requirements
- 1) **Workers' Compensation:** 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 employees (if three or more) per Florida Statute 440.02.
 - 2) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
 - 3) **Comprehensive Automobile Liability:** 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 the CONTRACTOR.
 - 4) **Umbrella or Excess Liability:** 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.

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

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and

represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work Services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or Services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 23 – DURATION AND EXTENSION

This Contract shall be effective as shown on Page 1 of this agreement for period of one (1) year and may be extended for up to a maximum of four (4) one (1) year terms upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services noted in this Contract.

ARTICLE 24 – ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

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

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Contract, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

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

ARTICLE 30 - ARBITRATION

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

ARTICLE 31 - NOTICES

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

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32086

and if sent to the CONTRACTOR shall be mailed to:

Callaway Contracting, Inc.
Attn: **Patrick Callaway**
10950 New Berlin Road
Jacksonville, FL 32226

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

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

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article

20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

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.

St. Johns County, FL:

CONTRACTOR:

Doug Timms, Interim Purchasing Director

Callaway Contracting, Inc. (SEAL)

Company Name

Date of Execution

Name (Type or Print)

ATTEST:
CHERYL STRICKLAND, CLERK

X _____
Signature

Deputy Clerk

Title

Date of Execution

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

EXHIBIT "A"

RFQ NO: 13-59 MINOR UTILITY SERVICES (2013')

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Time & Material Rate Form as incorporated as Exhibit "A-1". All rates shown on Exhibit "A" shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFQ NO: 13-59 MINOR UTILITY SERVICES (2013')

CONTRACT PRICING

These contract Time & Material Rates shall remain firm throughout initial one (1) year contract term.

EXHIBIT "B"

RFQ NO: 13-59 MINOR UTILITY SERVICES (2013')

CONTRACT SCHEDULE

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

Initial Contract – Shall be for a term of one (1) year or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for these Services.