

RECEIVED

JUN 20 2016

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

Clay County Attorney's Office

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

|                                 |  |
|---------------------------------|--|
| DATE:                           | 26 May, 2016   |
| Staff Member Preparing Form:    | James Householder  |
| Department Submitting Contract: | Parks and Recreation   |
| Vendor Name:                    | Mardant Electrical Construction Co. Inc.   |
| Contract Title:                 | Bid # 15/16 - 10<br>Repairs to Ballfield Lighting at Carl Pugh Park Fields #2 and #4 |

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

|                                  |     |   |   |
|----------------------------------|-----|---|---|
| 1. New Contract                  | Y   | N | 9. Contract Amount (*Detail negotiation efforts below) \$57,000.00                  |
| 2. Renewal/Amend./Supplement     | Y   | N | 10. Last Year's Price (*If increase explain below) - N/A                            |
| 3. Sole Source **(explain below) | Y** | N | 11. Date of Original Contract - N/A   |
| 4. Quotes/bid policy met         | Y   | N | 12. Number of Renewals - N/A  |
| 5. Need to waive bid policy      | Y   | N | 13. Length of Term - From signing to 29 September 2016                              |
| 6. Automatic renewal             | n/a | N |   |
| 7. Standard Addendum Executed    | Y   | N | Agreement Purpose: Repairs to Ballfield Lighting at Carl Pugh Park Fields #2 and #4 |
| 8. Advance Payment Required      | Y   | N |   |

|  |   |
|--|---|
| <b>Funding Source</b>  | Comments:   |
| Account Number:<br>001 - 3201 - 546100                                   | Bid 15/16 -10 was opened on 16 February, 2016 Four bids were received. Mardant Electrical was selected on the basis of lowest bid and previous work performance for the County. The Board awarded the bid to Mardant on 22 March, 2016. |
| Account Name: <i>General Fund</i><br>Parks & Rec / Repairs & Maintenance |   |

Approvals

|                             |                                     |              |
|-----------------------------|-------------------------------------|--------------|
| Purchasing: <i>KH</i>       | No Changes                          | With Changes |
| Review Date: <i>6/14/16</i> | <input checked="" type="checkbox"/> |              |

Recommended Changes: \_\_\_\_\_

|                             |                                     |              |
|-----------------------------|-------------------------------------|--------------|
| Budget: <i>SC</i>           | No Changes                          | With Changes |
| Review Date: <i>6/17/16</i> | <input checked="" type="checkbox"/> |              |

|                             |                                     |              |
|-----------------------------|-------------------------------------|--------------|
| Finance: <i>HT</i>          | No Changes                          | With Changes |
| Review Date: <i>6/21/16</i> | <input checked="" type="checkbox"/> |              |

\*Price Negotiation Efforts: \_\_\_\_\_

|                              |                                     |              |
|------------------------------|-------------------------------------|--------------|
| County Attorney: <i>MAS</i>  | No Changes                          | With Changes |
| Review Date: <i>06-28-16</i> | <input checked="" type="checkbox"/> |              |

\*\* Sole Source Explanation: \_\_\_\_\_



### SECTION 3. INDEMNIFICATION

- 3-1. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work of the Project and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.
- 3-2. With respect to any indemnification by the County provided under the Contract, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.
- 3-3. Nothing in this Contract or any of the documents identified in Section 2-1 shall be construed as providing any sub-contractor, as defined in Section 11 with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

### SECTION 4. CONTRACT AMOUNT

- 4-1. In consideration of the premises, the County agrees to pay all associated construction costs, as identified in the Bid Document and the Contractor's Response, to the Contractor for the Project herein when fully completed. The total price for the work of the Park Project is \$57,000.00.
- 4-2. Supplemental Agreements shall be used to clarify the scope of services of the Contract, to provide for major differences which result in the Contractor's work effort exceeding the original Contract amount, to provide for unforeseen work which could not reasonably have been contemplated or foreseen in the original scope of services, and to make the Project functionally operational in accordance with the intent of the original Contract. No work covered by a Supplemental Agreement shall be performed before the County gives written authorization. Such written authorization shall set forth the prices agreed upon and other pertinent information and shall be reduced to written contract document form promptly. No payment shall be made on a Supplemental Agreement prior to County approval of the document. In addition, the County shall make no payment for any unauthorized work.

### SECTION 5. TERM

- 5-1. The effective date of this Contract shall be the date of signing of the second party hereto. All Park Project work must be completed by September 29, 2016.

## SECTION 6. DEFAULT

- 6-1. If the Contractor fails to perform the Park Project work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Contract or performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of ten calendar days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the County will give notice in writing to the Contractor of such delay, neglect, default or opinion.
- 6-2. If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, upon written certificate from the County of the fact of such delay, neglect, default or opinion and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contract to be in default.
- 6-3. This Contract is to be binding upon the County and upon the Contractor, its heirs, administrators, or assigns and is voidable and may be terminated by the County if the provisions of the statutes and documents incorporated herein relative thereto are not complied with.
- 6-4. Termination of this Contract or a portion hereof, under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion, nor shall it relieve its surety of the surety's obligation for and concerning any just claims arising out of the work performed.

## SECTION 7. TERMINATION

- 7-1. The County may terminate this Contract or any amendment hereto at its convenience without cause. In the event of termination the Contractor will be compensated for acceptable work authorized and completed prior to the date of termination.

## SECTION 8. PAYMENTS

- 8-1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial pay requests must be accompanied by a certificate of partial payment. All partial estimates and payments shall be subject to correction when submitted, in the subsequent estimates, and the final estimate and payment. **Request for payments shall be issued to the Clay County Parks & Recreation Department to the attention of James Householder.**

- 8-2. A final pay request must be accompanied by a certificate of final payment, a one year materials and workmanship warranty letter, and release of liens from all subcontractors and vendors.
- 8-3. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract shall be made by the County in accordance with the Local Government Prompt Payment Act (the act). Upon receipt of a proper invoice the County shall have forty-five (45) days, as provided in the Act, in which to make payment.
- 8-4. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the Contract to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

**SECTION 9. RECOVERY RIGHTS**

- 9-1. The County reserves the right should an error be discovered in the final estimates, or should proof of defective work or materials used by, or on the part of the Contractor, be discovered after the final payment has been made, to claim and recover from the Contractor by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.
- 9-2. All records pertaining to the Park Project shall be retained by the Contractor for a period of five years from the date of final acceptance of the project. Upon request, all such records shall be made available to the County or its representatives. For the purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the Contract provisions.

**SECTION 10. CONTRACTOR'S INSURANCE REQUIREMENTS**

- 10-1. The Contractor is required to maintain the following insurance coverage from the date of project commencement through the date of project completion, and provide that the coverage will include all independent contractors and subcontractors. In addition, a certificate verifying the same must be provided to Clay County.

a. Commercial General Liability

|  |             |
|--|-------------|
| 1. General Aggregate                           | \$1,000,000 |
| 2. Products and Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury             | \$1,000,000 |
| 4. Each Occurrence                             | \$1,000,000 |
| 5. Fire Damage (any one fire)                  | \$ 50,000   |
| 6. Medical Expense (any one person)            | \$ 5,000    |

b. Automobile Liability

- 1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverage as required by Florida Law \$1,000,000

c. Workers Compensation/Employers Liability

- 1. Workers Compensation Limits Statutory
- 2. Employers Liability
  - a. Each Accident \$ 100,000
  - b. Disease-Policy \$ 500,000
  - c. Disease-Each Employee \$ 100,000

d. Professional Liability

- 1. When required by contract-per occurrence \$ 1,000,000
- 2. The Contractor must provide proof that such insurance will be in effect from the date of commencement of the Park Project. The Contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the Contract, the Contractor must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.
- 3. The County reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The County will not waive any defects in a bid submittal pertaining to matters under this subsection.

**All insurance providers must be licensed to do business in the State of Florida.**

**SECTION 11. SUBCONTRACTING**

- 11-1. Written approval from Clay County shall be required before subcontracting any portion of the Contractor's duties.
- 11-2. The Contractor shall not assign any of its rights or duties under this Contract to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Contract may be declared terminated by the County.

## SECTION 12. AUTHORITY TO SUSPEND WORK

- 12-1. The County shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary, due to conditions which are considered unfavorable for the prosecution of the work. Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

## SECTION 13. PRESERVATION OF PROPERTY

- 13-1. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of, which is not called for by the governing documents and whenever such property is damaged as a result from the performance of the work, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

## SECTION 14. FAILURE TO RESTORE DAMAGED PROPERTY

- 14-1. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property, not described in the governing documents, which is made necessary by alteration and such work is authorized by the County, provided that such property has not been damaged as a result of the performance of the work or through fault of the Contractor, its employees or agents.

The types and amounts of such damages are not susceptible to ready and reliable determination with any reasonable degree of certainty.

## SECTION 15. AUDIT OF CONTRACTOR'S RECORDS

- 15-1. Upon execution of the Contract, the County reserves the right to conduct any necessary audit of the Contractor's records pertaining to the Park Project. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 9 hereof. The County may also require submittal of the records from either the Contractor, or any of its subcontractors or both. The Contractor shall make the aforementioned requirement a provision in its contract(s) with all subcontractors. For the purpose of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the Contract provisions.

- 15-2. Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future Contracts or disapproval as a subcontractor at the option of the County.
- 15-3. The Contractor shall assure that its subcontractor will provide access to the subcontractor's records pertaining to the Park Project upon request by the County.
- 15-4. Any other provisions of this Contract or any of the documents identified in Section 2-1 to the contrary notwithstanding, in the event litigation pertaining to the Contract is commenced during the five year period, the records retention period provided herein shall be extended with the litigation, including any appeal proceedings related thereto, is finally concluded.

#### SECTION 16. HEADINGS

- 16-1. The headings of the Sections and Exhibits as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections or Exhibits.

#### SECTION 17. CHOICE OF LAW/FORUM

- 17-1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the law of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.
- 17-2. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

#### SECTION 18. SEVERABILITY

- 18-1. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

#### SECTION 19. ACCEPTANCE OF FINAL PAYMENT

- 19-1. It is agreed and understood that the acceptance of the final payment to the Contractor shall be considered as a release in full of all claims against the County or any of its members or agents arising out of or by reason of work done or material furnished under this Contract. The Contractor will then be released from further obligation except as provided in Section 9 and 20 hereof.

**SECTION 20. GUARANTY AND REPAIR FOR PERIOD**

20-1. The Contractor binds itself to use such materials and to so construct the work and improvements of the Park Project that same will be and remain in good repair and condition for a period of one year after the date of completion of all improvements and agrees that it will repair or reconstruct said improvements at its sole expense necessitated within that time by any fault of materials, plans, methods or processes employed in the construction thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness, and should same, at anytime within said period, in the judgment of the Board of County Commissioners, whose judgment shall be final and conclusive, become defective and be not in a good and serviceable condition, free from any defects that will impair its usefulness, by reason of any defective materials, workmanship, plans, methods, or processes, then the Board of County Commissioners shall cause to be served upon the Contractor a notice in writing to repair such improvements or portions thereof, or reconstruct the same and put same in a satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole expense.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Contract.

**SECTION 21. COUNTERPARTS**

21-1. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page left blank intentionally]

**SECTION 22. EXECUTION**

**IN WITNESS WHEREOF**, the Board of County Commissioners, Clay County Florida, has caused this Contract to be executed in its name by the Chairman, attested by the Clerk of the Board of County Commissioners and has caused the seal of the County to be hereunto attached. Likewise has the Contractor caused this Contract to be executed in its name under corporate seal; all on the day and year first above-written.

Mardant Electrical Construction Company, Inc.

CLAY COUNTY, a political subdivision  
of the State of Florida, by and through its  
Board of County Commissioners

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Diane Hutchings, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos, County Manager and  
Clerk of the Board

Exhibit A  
**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS**  
[Construction Services]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph and in paragraph 2, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) To the extent not otherwise expressly provided in the Agreement, the following provisions shall apply to all Invoices submitted by the Contractor for construction services as defined in the Act:

- (i) The Contractor shall submit an Invoice no more frequently than once per calendar month.
- (ii) The County will make payments when due in the form of an ACH wire transfer, or County warrant from a U.S. financial institution.
- (iii) Invoices 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 Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Each Invoice submitted must include the following information and items:

- (1) The Contractor's name, address and phone number, including payment remittance address.
- (2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.
- (3) The Invoice number and date.
- (4) Reference to the Agreement by its title and number as designated by the County.
- (5) The period of the Work covered by the Invoice.
- (6) A progress report detailing the Work performed for which payment is requested in sufficient detail to permit the Paying Agent to evaluate whether the same has been properly installed or performed in full accordance with this Agreement.

(7) Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion; however, the Contractor shall not be required to include or disclose its confidential and proprietary raw costs or pricing data.

(iv) An Invoice that does not conform with subparagraphs (i) through (iii) will not be considered a proper invoice as defined in the Act. The Contractor must submit each Invoice to the Paying Agent at the address specified in the Agreement, or if the Agreement does not specify an address, then at the following address: Post Office Box 1366, Green Cove Springs, Florida 32043.

(b) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(c) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(d) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for construction services as defined in the Act, the following provisions shall apply:

(a) Except as otherwise defined in the Agreement, as used in this paragraph, the term "County Representative" means the County's project manager as identified in the Agreement, or if not so identified, the Manager or the Manager's designee; the term "Project" means the project for which the construction services are provided; and the term "substantial completion" means the achievement of beneficial occupancy or use of the Project. Promptly upon the achievement of substantial completion of the Project, the Contractor shall submit written notice thereof to the County Representative. If the County has engaged an architect or engineer providing services to the County in connection with the construction and/or inspection of the Project (the Design Professional), the Contractor shall provide a copy of said notice thereto. Within 5 business days following the service of such notice, the Contractor, the County Representative and any Design Professional shall meet to inspect the Project for the purpose of developing a single written list of items required to render the Project complete, satisfactory and

acceptable (the Punch List). The Contractor shall prepare the Punch List and, within 5 business days following the inspection, shall deliver a copy of the same to the County Representative and any Design Professional. The County Representative shall have 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the same is approved or disputed. Any disputed items shall be identified with reasonable specificity in the County Representative's notice. If items are disputed, within 5 business days thereafter, the Contractor, the County Representative and any Design Professional shall meet for the purpose of working in good faith to resolve the same. Within 2 business days thereafter, the Contractor shall deliver to the County Representative and any Design Professional a revised Punch List reflecting the resolution of the disputed items. Within 2 business days following receipt thereof, the County Representative shall review the same and notify the Contractor in writing whether the same is approved.

(b) If the estimated cost of the Project is less than \$10 million, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved. If the estimated cost of the Project is \$10 million or more, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved, or, if extended under the terms of the Agreement, within 60 days after substantial completion has been achieved.

(c) Upon receipt of the County's notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days to complete the items identified therein.

(d) The provisions of Section 218.735, Florida Statutes are incorporated by reference in the Agreement to the extent applicable or not otherwise addressed in this paragraph or the Agreement, and the parties shall be bound to perform as provided thereunder.

(e) This paragraph shall not apply if the total cost of the Project as identified in the Agreement is \$200,000 or less.

3. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

4. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

7. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

8. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

9. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

10. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

11. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

12. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

13. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the

services. If the Contractor transfers all public records to the County upon completion of the 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 the 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 information technology systems of the County.

14. The Contractor's failure to comply with the requirements of paragraph 13 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

15. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, [Ann.Mitchell@claycountygov.com](mailto:Ann.Mitchell@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

17. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

County:

ATTEST FOR CLAY COUNTY:

Clay County, a political subdivision of the State of Florida, by its Board of County Commissioners

\_\_\_\_\_  
S. C. Kopelousos, County Manager and Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Diane Hutchings  
Its Chairman

Contractor:

Mardant Electrical Construction Company, Inc.

(Corporate Seal)

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

Title: \_\_\_\_\_

Exhibit B

**BID NO. 15/16-10, REPAIRS TO BALL FIELD LIGHTING AT CARL PUGH PARK  
FIELDS #2 AND #4**

Total Cost per Specifications (page 13): \$ 57,000.00  
(Contractor to provide a breakdown of proposed cost)

Total Bid Written in Words: Fifty-seven thousand dollars & no cents

(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Mardant Electrical Construction Co., Inc.

ADDRESS: 8967 Philips Highway

Jacksonville, FL 32256

TELEPHONE: 904-363-0200

FAX #: 904-363-0204

E-MAIL: lsolomon@mardantelectrical.com

Name of Person submitting Bid: Lance Solomon

Title: Chief Estimator/Project Manager

Signature: 

Date: February 12, 2016

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 2-8-16 Acknowledged by: Lance Solomon

Addendum No.      Date:      Acknowledged by:     

Addendum No.      Date:      Acknowledged by:

**Exhibit C**  
**Scrutinized Companies Certification**  
[Clay County Bid #15/16-10 Repairs to Ball Field Lighting at Carl Pugh Park – Fields 2 & 4]

Name of Company:<sup>1</sup> Mardant Electrical Construction Company, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Mardant Electrical Construction  
Company, Inc.

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

Its \_\_\_\_\_

---

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.