SUBJECT: PIGGYBACK BID 2020-61 WITH ST. JOHNS COUNTY SCHOOL DISTRICT FOR PAINTING, PRESSURE WASHING AND WATERPROOFING SERVICES

BID #: POA-70957-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JULY 8, 2025

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback bid 2020-61 with St. Johns County School District for Painting, Pressure Washing, and Waterproofing Services, with Fleetwash, Inc. DBA Krystal Klean for needed services. Period of Service will be from date of executed contract through July 8, 2025 with no available renewals. Total award amount not-to-exceed $500,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, Suppliers Agreement Letter, St. Johns County Bid #2020-61, Addendum 1 & 2, Bid Response, Notice of Intent, COI Documents, and St Johns County Executed Contract

BUYER: Nekole Hulitt
NEKOLE HULITT

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY ONE JACKSONVILLE.

March 09, 2021

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: Recommendation to Piggyback Bid # 20-61 with Fleetwash, Inc. dba Krystal Klean and St Johns County Florida for Painting and Pressure Washing Services

Fleetwash, Inc. dba Krystal Klean has a current agreement (20-61) with St Johns County Florida which was competitively bid.

The Public Building Division recommends piggybacking the referenced St Johns County agreement for as needed painting, pressure washing and water proofing services, with a not-to-exceed limit of $500,000.00 account to be determined at the time the purchase order is issued. The current term of the agreement will be from the date of executed contract through July 8, 2025 with no available renewals.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact David Smith 255-4342.

Attachments:
- St Johns County Contract #20-MCC-KRY-1220
- Bid Document
- Addendum 1 & 2
- Bid Response
- Notice of Intent
- COI Documents
- Suppliers Agreement Letter

cc: Steve Schlessinger, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
David Smith, Contract Administration Coordinator

SS

KRYSTAL KLEAN

PAINTING • WATERPROOFING • PRESSURE WASHING

1/21/2021

To whom it may concern,

Fleetwash Inc., d.b.a. Krystal Klean would like to extend an offer to the City of Jacksonville to piggyback the Board of County Commissioners St. Johns County, Florida BID NO: 20-61 Painting Services.

The City of Jacksonville is welcome to use this contract to award projects priced off of the stated rates, and with the stated terms given by Board of County Commissioners St. Johns County, Florida on BID NO: 20-61 Painting Services.

Thank you for your consideration.

Best Regards,

Jeremy Morgan
Quality Manager
904-838-8003
Fleetwash Inc., d.b.a. Krystal Klean

Board of County Commissioners
St. Johns County, Florida

BID NO: 20-61

PAINTING SERVICES

BID DOCUMENTS
PROJECT SPECIFICATIONS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx

Final 4/13/2020

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Official County Bid Form
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- "B" – License/Certification List
- "C" – List of Proposed Sub-Contractor(s)
- "D" – Conflict of Interest Disclosure Form
- "E" – Drug-Free Workplace Form
- "F" – Proof of Insurance
- "G" – Claims, Liens, and Litigation History
- "H" – References
- "I" – List of Equipment

Specifications

BID NO: 20-61

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, May 20, 2020** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 20-61; Painting Services**. Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 p.m. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from qualified Contractor(s) to provide painting services on an "as needed basis". Projects may be interior or exterior on different types of surfaces and includes doors and door frames as required. The County makes no guarantee of a specific volume of work to be performed under this bid. Contractor shall furnish all labor, materials, supplies, equipment, fuel, supervision and transportation to clean and prepare surface including patching, masking, sealing and finish painting of areas designated by the County and necessary to perform the required services in accordance with the specifications provided herein.

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website www.demandstar.com, by requesting Document **# 20-61**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: http://www.sjcfl.us/Purchasing/OpenBids.aspx. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Bid must be submitted ***in writing*** by or before four o'clock (4:00PM) EDST, on Tuesday, May 5, 2020, to the Designated Point of Contact provided below:

Designated Point of Contact: Erin Edwards, MAOL, CPP
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: eedwards@sjcfl.us
Phone: (904)209-0164 / Fax: (904)209-0165

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@sjcfl.us.

Contractor(s) 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.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or 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, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON PATTY, CLERK
BY:_____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: Board of County Commissioners of St. Johns County, Florida ("COUNTY")

PROJECT: Bid No: 20-61; Painting Services

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other Contractor(s)

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price. **–N/A**

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a Contractor(s). A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible Contractor(s) conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor(s) A party who contracts with a prime Contractor(s) to perform all or any part of the prime Contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is Mrs. Erin Edwards, MAOL, CPP, Procurement Coordinator, St. Johns County Purchasing Department; eedwards@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@sjcfl.us.

Contractor(s) 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 Contractor, Consultant, or Vendor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact as provided above, by or before **4:00PM EDST** on **May 5, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00pm on Wednesday, May 20, 2020. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "Bid No: 20-61; Painting Services".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	
	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 **BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID BOND INSTRUCTIONS: N/A

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above.
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns

County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total Annual amounts will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an 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 seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, 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 Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

Contractor(s) 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 Contractor(s), Consultant(s), or Vendor(s) from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the total unit rate price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best

interest of the County.

PRICING

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Unit Prices shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific project.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term.

INVOICES/PAYMENTS

The Contractor(s) shall invoice the County for each event within 10 business days of providing the service. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the contractor for resolution of the discrepancies. It is the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Contractor shall submit any invoices to the department placing order upon completion of the approved and authorized services. Invoices shall clearly state the date the service was provided, the total number of shuttles provided broken down by shuttle type if appropriate, the cost per shuttle provided (hourly rate) and the total amount due from the County. The County shall issue payment within 30 days of receipt of the invoice.

Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, bills/invoices should be delivered to:

SJC Facilities Maintenance Department
ATTN: Diane Boone
2416 Dobbs Road
St. Augustine, FL 32086

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Prices / Extended Prices / Total Price of Invoice
- Description of Services Performed

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

MIMINUM QUALIFICATION OF CONTRACTOR(S)

Bidders must be licensed to do business in the State of Florida, and possess a Local Business Tax Receipt for St. Johns County, FL.

Bidders must be a licensed Painting Contractor in St. Johns County OR a Certified General Contractor for the State of Florida. Prime bidders are also required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid.

Proof of qualifications shall be provided by completing and submitting Attachment "B" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders must have three (3) years' experience including at least one (1) municipality of similar size, in the last three (3) years of this solicitation in providing paint services. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit Attachment "H" References Form with the submitted bid. The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements

of the contract in the decision to award the bid.

SUB-CONTRACTOR(S)

Each Bidder shall submit to the County, a list of subcontractor(s) and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "C", is provided in the Bidding Documents. If no subcontractor(s) or major material suppliers are required, so state there on.

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

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a subcontractor(s). The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor(s), Consultant(s), subcontractor(s), or material supplier due to previously documented project problems, either with performance or quality.

Subcontractor(s) and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. Any and all sub-contractor(s) personnel, provided by the Contractor(s) to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

E-VERIFY

The Contractor(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Contractor(s) shall expressly require any and all sub-contractor(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

BACKGROUND CHECKS

The awarded Contractor(s) shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor(s) shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

A. Level I Background Screenings are required for any and all Contractor(s) provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.

B. Level II Background Screenings are required for any and all Contractor(s) provided personnel as specified in Chapter 435.06, Florida Statutes.

C. Contractor(s) provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.

The awarded Contractor(s) shall be required to make any and all records from background screenings of Contractor(s) provided personnel available to the County for review/audit, upon request from the County. The Contractor(s) shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR(S)

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on a form

provided by the County. In the event of a conflict between specifications or contract requirements, the more stringent requirement shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor(s) shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor(s) no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor(s) (but no later than seventeen (17) days from the Notice of Award).

INDEMNITY

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

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

CONTRACT AGREEMENT & TERM

If awarded, the initial contract term shall be for a period of five (5) calendar years with no renewal option, providing satisfactory performance has been maintained by the Contractor(s), and availability of funding. The contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor(s), and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

TERMINATION

Failure on the part of the Contractor(s) to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor(s) fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor(s) shall then have three (3) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the three (3) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Contractor(s). Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) consecutive calendar days written notice to the Contractor(s) of intention to do so.

If, at any time, the Contract Agreement with the awarded Contractor(s) is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor(s) to prevent a gap in services for the County, if it serves the best interest of the County to do so.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Contractor(s) shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor(s) shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor(s) has

obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor(s) of its liability and obligations under the awarded Contract Agreement.

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

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

The Contractor(s) shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the Contractor(s) 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(s) or by anyone directly or indirectly employed by a Contractor(s).

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

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

PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Consultant will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law:
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contactor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.

(2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA/ANSI requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc.. delivered or provided is subsequently found to be deficient in any OSHA/ANSI requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, and handling practices and

emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the using departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 20-61

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: PAINTING SERVICES

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

DATE SUBMITTED: _____

BID PROPOSAL OF

_____
Full Legal Company Name

_____
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-61: Painting Services in St. Johns County, Florida, the undersigned proposes to furnish all must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges, and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

FOR: PAINTING SERVICES

Note: Any and all fees, charges, and costs must be inclusive of any and all equipment, materials, labor, fuel, supervision and transportation, and all other costs, fees, or charges associated with providing the required services in associated within the Painting Services.

TOTAL UNIT RATE PRICE SUBMITTAL
(Add Total Unit Rate Prices for Section 1 and Section 2 on Exhibit "A" together):

_____
Total Unit Rate Price Written in Numerals

_____/ 100
Total Unit Rate Price Written in Words

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

BID NO: 20-61

PAINTING SERVICES

EXHIBIT "A"
UNIT RATE PRICES

Each Bidder shall submit the unit rate prices for each line item as provided below. These total unit rate prices shall dictate the total bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide painting services.

SECTION 1. Surface Preparation			Unit Rate Adjustments (if any) for after-hours and weekend work
A. Cost by Task			
1	Pressure Washing	$ /Square Foot	
2	Sanding/Scraping	$ /Square Foot	
3	Sand Blasting	$ /Square Foot	
4	Chemical Cleaning	$ /Square Foot	
5	Solvent Cleaning	$ /Square Foot	
6	Patching Masonry	$ /Square Foot	
7	Patching Drywall	$ /Square Foot	
8	Calking Acrylic	$ /Linear Foot	
9	Remove Caulking	$ /Linear Foot	
10	Caulking Urethane	$ /Linear Foot	
Section 1- Total Unit Rate Price (Add Unit Prices for Line Items 1-10):		$	
SECTION 2: Painting Services			
A. Interior - Brush/Roll Application unless indicated otherwise. Price is per coat.			
11	Prime-Coat Interior	$ /Square Foot	
12	Stain Kill-Interior	$ /Square Foot	
13	Stain Kill-Interior (Spray/Back Roll)	$ /Square Foot	
14	Prime Coat-Polyamide Epoxy	$ /Square Foot	
15	Interior Trim	$ /Linear Foot	
16	Intermediate Coat	$ /Square Foot	
17	Architectural Coating	$ /Square Foot	
18	Epoxy Coatings	$ /Square Foot	
19	Urethane Anti-Graffiti Coatings	$ /Square Foot	
B. Exterior - Brush/Roll Application unless indicated otherwise. Price is per coat.			
20	Prime Coat - Exterior	$ /Square Foot	
21	Prime Coat - Exterior (Spray/Backroll)	$ /Square Foot	
22	Sealing - Exterior Masonry	$ /Square Foot	
23	Sealing - Exterior Masonry (Spray)	$ /Square Foot	
24	Sealing - Exterior Masonry (Spray/Backroll)	$ /Square Foot	
25	Exterior Trim	$ /Linear Foot	
26	Intermediate Coat	$ /Square Foot	
27	Architectural Coating	$ /Square Foot	
28	Architectural Coating (Spray)	$ /Square Foot	
29	Architectural Coating (Spray/Backroll)	$ /Square Foot	
30	Elastomeric/Waterproof Coatings	$ /Square Foot	
31	Elastomeric/Waterproof Coatings (Spray/Backroll)	$ /Square Foot	

32	Patching Wood Doors	$ per door side	
32 a	Patching Wood Frames	$ per door frame	
33	Architectural Coatings (Wood Door)	$ per door face	
34	Urethane Anti-Graffiti Coatings (Wood Door)	$ per door face	
35	Patching Metal Doors	$ per door side	
35a	Patching Metal Frames	$ per door frame	
36	Architectural Coatings (Metal Door)	$ per door face	
37	Urethane Anti-Graffiti Coatings (Metal Door)	$ per door face	
38	Architectural Coatings (Metal Frames)	$ per door frame	
39	Urethane Anti-Graffiti Coatings (Metal Frames)	$ per door frame	
Section 2- Total Unit Rate Price (Add Unit Prices for Line Items 10-39):		$	
SECTION 3: Paint			
40	Percentage Mark Up Over Cost for Paint shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	%	
SECTION 4: Rented Equipment			
41	Percentage Mark Up Over Cost for rented equipment shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	%	
TOTAL UNIT RATE PRICE SUBMITTAL (Add Total Unit Rate Prices for Section 1 and Section 2)		$	

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

Address:_____

Telephone No.: (____)_____ Fax No.: (____)_____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number:_____ DUNS #: _____

(if applicable)

INDIVIDUAL

Name:_____
(Signature) (Name typed or printed) (Title)

Address:_____

Telephone No.: (____)_____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – License/Certification List
Attachment "C" – List of Proposed Sub-Contractor(s)
Attachment "D" – Conflict of Interest Disclosure Form
Attachment "E" – Drug-Free Workplace Form
Attachment "F" – Proof of Insurance
Attachment "G" – Claims, Liens, and Litigation History
Attachment "H" – References
Attachment "I" – List of Equipment
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and "I" along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 20-61

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared_____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ _____ (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 20-61: Painting Services, in St. Johns County, Florida.

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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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 barred from participating in public contract lettings in the State of Florida or any other state.

_____
(Bidder)

By:_____

_____
(Title)

Sworn and subscribed to me this _____ day of _____, 20____.

Notary Public:

_____
Signature

_____
Printed

My commission Expires:_____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

Bid No: 20-61

ATTACHMENT "B"

LICENSE/CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

Bid No: 20-61

ATTACHMENT "C"

LIST OF PROPOSED SUB-CONTRACTOR(S)

All subcontractor(s) are subject to approval of County. The following are subcontractor(s) proposed to be used in connection with this work:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR(S)

BID NO: 20-61

ATTACHMENT "D"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid No: 20-61; Painting Services**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s) :

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

BID NO: 20-61

ATTACHMENT "E"

DRUG-FREE WORKPLACE FORM

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

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

_____
Signature

_____
Date

BID NO: 20-61

ATTACHMENT "F"

PROOF OF INSURANCE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

BID NO: 20-61

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor(s) or been sued by or had a formal claim filed by an owner, subcontractor(s) or supplier resulting from a construction dispute? Yes_____ No_____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

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

   _____

   Amount actually recovered, if any: _____

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

   _____

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

   _____

   _____

   _____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

   Yes_____ No_____ If yes, please explain in detail:

   _____

   _____

   _____

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____ If no, please explain why? _____

   _____

   _____

   _____

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

   _____

   _____

   _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail: _____

   _____

   _____

PAINTING SERVICES

ATTACHMENT "H"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "H" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Any material misrepresentation, as determined by the County, shall result in disqualification.

1. Reference Company Name: ______________________________

   Date(s) of Service: ______________________________

   Project Information (Type of System): ______________________________

   ____

   Primary Reference Contact Name and Title: ______________________________

   Contact Phone Number: ______________________________

   Contact Email Address: ______________________________

* *

2. Reference Company Name: ______________________________

   Date(s) of Service: ______________________________

   Project Information (Type of System): ______________________________

   ____

   Primary Reference Contact Name and Title: ______________________________

   Contact Phone Number: ______________________________

   Contact Email Address: ______________________________

* *

3. Reference Company Name: ______________________________

   Date(s) of Service: ______________________________

   Project Information (Type of System): ______________________________

   ____

   Primary Reference Contact Name and Title: ______________________________

   Contact Phone Number: ______________________________

   Contact Email Address: ______________________________

* *

4. Reference Company Name: ______________________________
   Date(s) of Service: ______________________________
   Project Information (Type of System): ______________________________
   ____
   Primary Reference Contact Name and Title: ______________________________
   Contact Phone Number: ______________________________
   Contact Email Address: ______________________________

* *

5. Reference Company Name: ______________________________
   Date(s) of Service: ______________________________
   Project Information (Type of System): ______________________________
   ____
   Primary Reference Contact Name and Title: ______________________________
   Contact Phone Number: ______________________________
   Contact Email Address: ______________________________

* *

6. Reference Company Name: ______________________________
   Date(s) of Service: ______________________________
   Project Information (Type of System): ______________________________
   ____
   Primary Reference Contact Name and Title: ______________________________
   Contact Phone Number: ______________________________
   Contact Email Address: ______________________________

BID NO: 20-61

ATTACHMENT "I"

LIST OF EQUIPMENT

In the space below, the Bidder shall list and provide details of all the equipment used to provide Painting Services.

Equipment	Quantity	Details

SPECIFICATIONS

BID NO: 20-61 **PAINTING SERVICES**

MINIMUM SPECIFICATIONS & CONDITIONS

SCOPE OF WORK

St. Johns County is seeking customer-oriented Contractor(s) to provide painting services on an "as needed basis". Projects may be interior or exterior on different types of surfaces and includes doors and door frames as required. The County makes no guarantee of a specific volume of work to be performed under this bid. Contractor shall furnish all labor, materials, supplies and equipment to clean and prepare surface including patching, masking, sealing and finish painting of areas designated by the County. The awarded firms, depending on their qualifications and abilities, would be responsible for performing painting services, as determined by the needs of each project. Each project shall have a scope of work that is independent and stand alone, which shall be established at the time the County requests a pricing proposal from an awarded firm regarding a specific project, or scope of work. At no time shall any work be performed under the awarded Contract(s) without a fully executed Task Order, as issued by the SJC Purchasing Department.

This work will not involve lead based paint removal or abatement. It may involve cleaning of lead based paint, surface preparation on paint containing lead and painting over surfaces with lead based paint.

The Contractor shall provide sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials. There will be no minimum orders. No service charges will be accepted and awarded Contractors(s) must service all County facility locations in St. Johns County. Price must be inclusive of any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide painting services submitted on Exhibit "A", provided herein.

All work conducted must be in accordance with Florida Administrative Code, all local, state and federal regulations, and follow O.S.H.A. regulations.

Contractor shall minimize any inconvenience or cause a safety concern to County employees at work site. The County reserves the right to determine when an inconvenience or safety concern may exist.

DEFINITIONS

The terms "paint", "protective coating", "architectural coating" and other similar terms include paints, primers, special coatings, stains, sealers, and other types of coatings and coating materials whether used as primers, barrier, intermediate, or finish coats individually or as a system.

The terms, "supplies", "materials", "equipment" and other similar terms shall include masking and preparation materials, fillers, brushes, rollers, sandpaper, towels, chemicals, and cleaning solvents necessary to perform the services herein.

The term "exposed surfaces" means surfaces exposed to view when permanent or built-in fixtures, covers, grilles, mechanical and electrical equipment housings, ducts and conduits, are in place; surfaces in back of movable equipment and furniture; and interior surfaces of ducts visible through grilles, interior surfaces visible through equipment covers, and blank-off panels.

The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

The term "install" describes operations at the Project site including the actual unloading, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

LOCATIONS

Contractor(s) must provide painting services on County maintained property for any County facility or location in St. Johns County, on an as needed basis. Addresses will vary depending on Department requesting the required services.

Location address for each independent request of work will be provided to the Contractor(s) by individual County departments when requesting a Proposal for requested services.

ADDITIONS/DELETIONS

The County reserves the right to add and/or delete Painting Services at any County location at any time throughout the duration of the Contract. If at any time the County should require any Painting Services that are not priced in the Bid, a County representative shall request a proposal for the services in writing. Any addition or removal of services shall be authorized with a Contract Amendment signed by both parties.

PRECONSTRUCTION MEETING

A preconstruction meeting between County Representative and Contractor's Representative for each project shall be held on site. Discussion items will include:

a. Specific site issues,
b. A tour of the project area and determination of the scope of work,
c. Badging, identification and other security issues,
d. Special requirements for any utility shutdowns required,
e. Paint and other products,
f. Preparatory work necessary

PROPOSALS

Pricing proposals shall be requested from the Contractor, as determined by the County, for each project. Upon request from the County, the Contractor shall submit a pricing proposal for each project, which shall include, at a minimum, a breakout of the scope of services required to satisfactorily complete the project, as determined by the County, a breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, or other costs associated with performing the work, and a proposed schedule for completing the required work. The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Contractor. The County shall review the proposal, and if discussion or negotiations are required, shall be conducted at the discretion of the County. The project shall be awarded to the Contractor that submits the most cost effective proposal, or that best serves the interest of the County. If the County determines that the proposal is out of line with the proposed budget, schedule, or requirements of the project, the County reserves the right to refuse any submitted pricing proposal, from any Contractor, at any time. The County is under no obligation to accept any submitted pricing proposal from any Contractor, for any project.

TASK ORDERS

Upon acceptance of a pricing proposal by the County, a Task Order shall be issued, and fully executed by both parties prior to any work being performed on any project. The Task Order shall provide, at a minimum, the general scope of the project, the value or cost of the project, and the schedule for completion. Receipt of a fully executed Task Order shall serve as Notice to Proceed for each project, unless otherwise stated on the Task Order.

The County is under no obligation to issue any Task Order to any Contractor under this Contract.

a. Maximum Project Costs

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is $200,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than $200,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

b. Change Orders

Change Orders will be issued by the SJC Purchasing Department, for additive or deductive changes to the project value, schedule changes beyond the completion date as provided in the Task Order, or for changes to the scope of work, as originally provided in the Task Order. Upon request by the County, the Contractor shall submit a proposal for each Change Order, that shall include, at a minimum, a detailed description of the changes to the scope, price, or schedule provided in the original Task Order, as well as an explanation as to why the change is necessary.

EQUIPMENT

Use equipment designed for the performance of work described herein. Bidder shall provide a list of all equipment that will be used for any services described within the Bid on Attachment "I", provided herein. Maintain equipment in good repair and operating condition at all times, meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use.

The Contractor must rent, if not owned, any high-lift equipment needed to perform the services. Bidder shall provide the Percentage Mark Up Over Cost for any rented equipment, on Exhibit "A", provided herein. Supporting documentation of the Contractor's actual cost plus percentage markup, not to exceed three (3%) percent, will be required with the final invoice for verifying cost.

Do not use equipment on the County's property that may damage buildings, structures or any other assets. Repair damage resulting from work activities at no cost to the County before invoicing for project activities.

QUALITY ASSURANCE

Contractor shall, upon request by the County, provide a list of employees assigned to the project. This list shall be approved by the County representative prior to the start of the project. The County reserves the right to refuse any employee on the list.

EPA Safe Certification: Re-painting renovation work (disturbing paint surfaces) on buildings constructed prior to 1978 require the contracting firm to be EPA certified for conducting abatement and renovations, and follow specific work practices to prevent lead contamination.

Review existing conditions to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

Codes and Standards: In addition to complying with pertinent codes and regulations, comply with the Painting and Decorating Contractors of America (PDCA) in their "PDCA Industry Standards."

HAZARD COMMUNICATION

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

PROJECT CONDITIONS

Contractor shall ensure environmental conditions (temperature, humidity, and ventilation) within limits recommended by coating manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

Contractor shall, if requested by the County, shall provide a Paint Manufacturer Inspection report showing the substrate has been reviewed, is properly prepared, and is compatible for the scheduled coating system.

Contractor shall provide adequate lighting, if building lighting is not available, during the application of any coating system. Minimum level shall be the level that will be required for the intended use of the space.

Hazardous Materials: It is not expected that hazardous materials will be encountered in the work except as noted in the LOI for coatings containing lead. If materials suspected of containing hazardous materials are encountered, Contractor shall not disturb; immediately notify the County Representative. County will remove hazardous materials under a separate contract.

STORAGE AND HANDLING

Store materials at minimum ambient temperature of 45 degrees Fahrenheit and a maximum 90 degrees Fahrenheit, in a well-ventilated area.

All materials and debris must be removed from the Site each night (Unless written permission is granted). County receptacles will not be permitted for disposal of materials and/or debris.

Use all means necessary to ensure the safe use of paint materials and the safe disposal of waste.

Maintain designated mixing area neat and clean at all times.

WARRANTY

Contractor's Warranty: Contractor shall guarantee painting and protective coating work against defects in surface preparation, miscellaneous materials, and application for a period of 2 years.

Surfaces and finishes which show evidence of premature failure shall be re-prepared and re-coated as originally specified at no cost to the County.

Repaired area(s) will then be guaranteed as above, commencing on the acceptance by the County of the re-coating work.

PRODUCTS

Unused paint and paint products will be left at the work site in their original containers and will be removed by County personnel, upon completion of work.

Apply paint at the manufacturer's recommended spreading rate.

All material supplied to the County must be 100% lead free. Bidder, by virtue of bidding, certifies by signing bid that if awarded any portion of this bid, will supply only material or equipment that is 100% lead free. The County reserves the right to furnish paint to the Contractor.

CONTRACTOR'S EXAMINATION REQUIREMENTS

Provide adhesion testing on all surfaces per ASTM D3359. Test at a frequency of once per coat, in a location determined by the County.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint surface.

Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

Test primers for compatibility with subsequent cover materials when different from manufacturer's instructions.

Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

CONTRACTOR'S SURFACE PREPARATION REQUIREMENTS

EPA Lead-Safe Procedures: When applicable, Contractor shall follow procedures outlined in the EPA Lead-Safe Bulletin for preparation and during the Work.

Caulking: Remove deteriorated caulking and replace with new. Tool joint to match existing.

General

i. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as specified, for each substrate condition.

ii. Protect at all times, in areas where painting is being done, floors, equipment, fixtures, furniture, other finished surfaces, and substrates adjacent to paint work.

iii. Provide all drop cloths, masking, and other protection necessary to prevent damage to adjacent surfaces.

iv. Be responsible for all broken or damaged elements that result from equipment movement.

v. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, electrical device covers, and similar items in place prior to surface preparation and painting operations. Following completion of painting and Owner's acceptance of each space or area, reinstall removed items.

vi. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

vii. Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.

Unacceptable Surfaces: Re-paint the entire existing wall from intersection to intersection.

Provide barrier coats over incompatible primers or remove and re-prime.

Shellac and spot prime with industry accepted "stain killers" at all marks or stains which may bleed through final finishes. Back-roll when stain killer is sprayed.

Ensure primers are tinted per the direction of authorized County representative.

Before applying succeeding coats, primers and undercoats shall be integral and shall function as intended. The determination of how many coats, if any, of primer and how many coats of paint are required for each project shall be determined by the County Representative and discussed during the Pre-bid meeting. Each coat of primer/paint shall be verified and signed off on by the County Representative prior to the application of the next coat. Touch up all scratches, abrasions and other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be feathered into adjacent surfaces for a smooth final surface.

Scuff sand all high-gloss coatings lightly and clean dust between coats. Avoid cross scratches and swirls.
OPTION: Remove gloss by a chemical deglosser recommended by coating manufacturer.

Abrade existing epoxy coatings as recommended by coating manufacturer to receive new epoxy coating system.

Remove all loose and peeling coatings and sand to a feather line. Patch and prime area as required.

STEEL AND IRON SURFACES:

All steel to be coated will currently have a primer/top coat system applied. These areas are mostly door frames and doors (There may also be other steel items).

Areas that have had shop prime coat damage are to be re-prepared by receiving a power tool cleaning if so mandated by the County Representative. Sand to a feather edge to make final re-coat inconspicuous.

WOOD AND STEEL DOORS AND FRAMES:

Sand existing coating smooth. Remove dust, dirt, tape, staples, nails, screws, other anchors, and foreign materials that could prevent a smooth final appearance.

Clean surfaces with Krud Kutter or equal family of products

Patch wood with patch material recommended by paint manufacturer, compatible with scheduled coating system.

Repair steel with a 2-part polyester resin (Trade Name: Bondo). Mix portions per manufacturer's instructions. Do not

use material after designated drying time. Sand smooth.

OPTION: To remove the gloss from shiny paint surfaces to be recoated, use a commercial deglosser, recommended by paint manufacturer, compatible with final coating system.

CONCRETE, STUCCO AND MASONRY SURFACES:

Remove loose particles, sand, and other contaminants with a stiff brush. Test for alkalinity and moisture content.

Do not paint surfaces where moisture content or alkaline level exceeds that permitted in manufacturer's written instructions.

Remove laitance, efflorescence, form oil, curing compounds, scale, salt or alkali powder, mold, mildew, and other foreign matter by methods recommended by coatings manufacturer. Rinse with fresh water. Allow to dry.

Correct any alkalinity imbalance that may be detrimental to the coating system's performance.

Use mechanical methods of surface preparation when recommended by coating manufacturer.

Remove damaged stucco to an appropriate area sufficient enough to patch in kind, matching existing finish.

WOOD SURFACES:

Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Seal knots, pitch streaks and sappy sections.

Fill nail holes and other indentations with putty, flush with adjacent surfaces after primer has dried.

Sand wood surfaces smooth with 100 grit sandpaper and remove dust.

Scrape and clean small, dry, seasoned knots and apply a thin coat of shellac or other recommended knot sealer before application of primer. Sand smooth when dried.

Continue filling holes and other blemishes and re-priming and sanding until surface is smooth, and acceptable to the Owner. Multiple attempts may be required.

Gypsum Board Surfaces

Fill nail holes up to holes (1) inch in the largest direction with filler compound and spot prime defects after repair.
Plaster
Fill hairline cracks, small holes, and imperfections with latex patching plaster. Finish smooth and flush with adjacent surfaces.

Do not begin paint application until finishing compound (and other patching compounds) is dry and can be sanded smooth.

COATING SYSTEM:

After prep work is complete and the County Representative has inspected and approved, provide the following re-coat system:

i. Prime-coat (if required by the County)
ii. Stain killer Coating (if required by the County)
iii. Latex or epoxy coating
iv. Non-Compatible Finishes: Materials or equipment with non-compatible factory finishes shall receive an application of an intermediate or barrier material as required by the manufacturer of finish product.

CONTRACTORS MATERIALS PREPARATION REQUIREMENTS:

Mix and prepare painting materials in accordance with manufacturer's written instructions.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

CONTRACTOR'S APPLICATION REQUIREMENTS:

a. General:
   i. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
   ii. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint, until paint film is of uniform finish, color, and appearance.
   iii. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture by taping up to any inaccessible areas.
   iv. Paint visible sides of access panels and removable or hinged covers to match exposed surfaces.
   v. Finish exterior doors on tops, bottoms, and side edges same as exterior faces unless otherwise indicated.
   vi. All interior and exterior frame and door surfaces shall be coated as part of this contract.

b. Use a tack rag to tack off all gypsum walls prior to priming.

c. Brush or roll out and work materials onto surfaces in an even film, free of marks.

d. Make each application to provide a uniform finish, distinctively darker than the preceding. Make edges adjoining other materials or colors sharp and clean, without overlapping. Sand between applications with fine sandpaper or rub surfaces with pumice stone in accordance with manufacturer's directions, where required to produce a smooth even finish.

e. Scheduling Painting:
   i. Apply first coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

f. Prime Coats:
   i. Apply prime coat of material which is required to be painted or finished and which has not been prime coated by others.
   ii. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn through or other defects due to insufficient sealing.
   iii. Coordinate manufacturer's prime coats with finish coats.
   iv. Priming, at the discretion of the County, may not be required on some surfaces that have no repairs or other blemishes.

g. Pigmented Finishes:
   i. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
   ii. If undercoats or other conditions show through topcoat, apply additional stain blocks and final coats until cured film has a uniform paint finish, color, and appearance.

h. Accents and Graphics:
   i. Where required, provide appropriate materials such as tape to achieve crisp edges where accent lines or other specialty graphics are scheduled.
   ii. Provide tape specifically designed for painting that will not damage previously applied coating.

FIELD QUALITY CONTROL:

Work is subject to inspection by County representative(s) at any time. County may also engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Site will be taken, identified, sealed, and certified in presence of applicator.

Lead Paint Cleaning Verification: Contractor shall provide the required cleaning verification for projects following the EPA Lead-Safe protocols.

Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a. Brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, or foreign materials in paint coatings.

b. Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.

c. Damage due to touching before paint is sufficiently dry or any other contributory cause.

d. Damage due to application on moist surfaces.

e. Damage or contamination of paint due to blown contaminants (i.e.: dust or spray paint).

Repainted interior surfaces shall be considered unacceptable if any of the following are evident under final lighting source conditions:

a. Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 40 inches.

b. Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 40 inches.

c. Visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface.

d. When the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.

Refinish will be required of the entire wall where portion of finish has been damaged or is not acceptable.

CONTRACTOR'S CLEAN-UP AND PROTECTION REQUIREMENTS:

Remove from Site paint materials, discarded paint materials, rubbish, cans, and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protect existing surfaces and materials not being painted against damage from paint application. Correct such damage by cleaning, repairing, replacing, or refinishing, as approved by the County's Representative, and leave in an undamaged condition.

Provide "Wet Paint" signs as required to protect newly painted finishes.

Contractor will provide due care at all times while performing any task by cordoning off, barricading, and/or posting signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

All of the Contractor's employees must sign in at the Site's main office and report to the County Representative prior to commencing any work and must advise the County Representative before leaving the Site.

The awarded Contractor(s) will at all times enforce strict discipline and good order among their employees and agents and will not employ anyone unskilled in the task assigned to them. County sites are smoke and drug free. The awarded vendor(s) who perform contractual services on the premises must advise their personnel for compliance purposes. The awarded vendor(s) will be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with County Policies and Rules.

INVOICING AND PAYMENT:

The Contractor(s) will be required to submit invoices promptly after completion of services. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Contractor shall submit any invoices to the department placing order upon completion of the approved and authorized services.

SEALED BID MAILING LABEL

BID NO: 20-61
Painting Services

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

SEALED BID • DO NOT OPEN

SEALED BID NO.:	**BID NO: 20-61**
BID TITLE:	**Painting Services**
DUE DATE/TIME:	**By 2:00PM – May 20, 2020**
SUBMITTED BY:	Company Name Company Address Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Attn: Erin Edwards 500 San Sebastian View St St. Augustine FL 32084

END OF BID DOCUMENT

ADDENDUM #1

April 29, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 20-61; Painting Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Do you want to include a line for lead paint encapsulation? Some of your buildings are old.

Answer: Yes.

2. Are you willing to separate caulking line item to different widths because there's a huge cost difference on either? Perhaps either ¼" or less ¼-1/2", and ½ "or greater.

Answer: Yes.

3. There are often repairs needed under the surface once damage on a building is exposed. Are you open to including an hourly figure for carpenter and mason work so you can include these needed repairs for coating projects?

Answer: Yes.

Clarifications:

1. **Revised Exhibit "A" Unit Rate Prices: See attached.**

THE BID DUE DATE REMAINS: Wednesday, May 20, 2020 at 2:00 P.M.

Acknowledgment

_____
Signature and Date

_____
Printed Name and Title

_____
Company Name (Print)

Sincerely,

Erin Edwards, MAOL, CPP
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1

BID NO: 20-61 **PAINTING SERVICES**

EXHIBIT "A" –REVISED 4/29/2020
UNIT RATE PRICES

Each Bidder shall submit the unit rate prices for each line item as provided below. These total unit rate prices shall dictate the total bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide painting services.

SECTION 1. Surface Preparation				**Unit Rate Adjustments (if any) for after-hours and weekend work**
A. Cost by Task				
1	Pressure Washing	$	/Square Foot	
2	Sanding/Scraping	$	/Square Foot	
3	Sand Blasting	$	/Square Foot	
4	Chemical Cleaning	$	/Square Foot	
5	Solvent Cleaning	$	/Square Foot	
6	Patching Masonry	$	/Square Foot	
7	Patching Drywall	$	/Square Foot	
8	Calking Acrylic ¼" or less	$	/Linear Foot	
8a	Calking Acrylic ¼-1/2"	$	/Linear Foot	
8b	Calking Acrylic ½ "or greater	$	/Linear Foot	
9	Remove Caulking ¼" or less	$	/Linear Foot	
9a	Remove Caulking ¼-1/2"	$	/Linear Foot	
9b	Remove Caulking ½ "or greater	$	/Linear Foot	
10	Caulking Urethane ¼" or less	$	/Linear Foot	
10a	Caulking Urethane ¼-1/2"	$	/Linear Foot	
10b	Caulking Urethane ½ "or greater	$	/Linear Foot	
Section 1- Total Unit Rate Price (Add Unit Prices for Line Items 1-10b):		$		
SECTION 2: Painting Services				
A. Interior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
11	Prime-Coat Interior	$	/Square Foot	
12	Stain Kill-Interior	$	/Square Foot	
13	Stain Kill-Interior (Spray/Back Roll)	$	/Square Foot	
14	Prime Coat-Polyamide Epoxy	$	/Square Foot	
15	Interior Trim	$	/Linear Foot	
16	Intermediate Coat	$	/Square Foot	
17	Architectural Coating	$	/Square Foot	
18	Epoxy Coatings	$	/Square Foot	
19	Urethane Anti-Graffiti Coatings	$	/Square Foot	
B. Exterior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
20	Prime Coat - Exterior	$	/Square Foot	
21	Prime Coat - Exterior (Spray/Backroll)	$	/Square Foot	
22	Lead Paint Encapsulation	$	/Square Foot	
23	Sealing - Exterior Masonry	$	/Square Foot	
24	Sealing - Exterior Masonry (Spray)	$	/Square Foot	

25	Sealing - Exterior Masonry (Spray/Backroll)	$ /Square Foot	
26	Exterior Trim	$ /Linear Foot	
27	Intermediate Coat	$ /Square Foot	
28	Architectural Coating	$ /Square Foot	
29	Architectural Coating (Spray)	$ /Square Foot	
30	Architectural Coating (Spray/Backroll)	$ /Square Foot	
31	Elastomeric/Waterproof Coatings	$ /Square Foot	
32	Elastomeric/Waterproof Coatings (Spray/Backroll)	$ /Square Foot	
33	Patching Wood Doors	$ per door side	
33 a	Patching Wood Frames	$ per door frame	
34	Architectural Coatings (Wood Door)	$ per door face	
35	Urethane Anti-Graffiti Coatings (Wood Door)	$ per door face	
36	Patching Metal Doors	$ per door side	
36a	Patching Metal Frames	$ per door frame	
37	Architectural Coatings (Metal Door)	$ per door face	
38	Urethane Anti-Graffiti Coatings (Metal Door)	$ per door face	
39	Architectural Coatings (Metal Frames)	$ per door frame	
40	Urethane Anti-Graffiti Coatings (Metal Frames)	$ per door frame	
Section 2- Total Unit Rate Price (Add Unit Prices for Line Items 11-40):		$	
SECTION 3: Hourly Rate			
Hourly Rate for Carpenter and Mason work (if needed for repairs with coating projects)		$	
SECTION 4: Paint			
40	Percentage Mark Up Over Cost for Paint shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	%	
SECTION 5: Rented Equipment			
41	Percentage Mark Up Over Cost for rented equipment shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	%	
TOTAL UNIT RATE PRICE SUBMITTAL (Add Total Unit Rate Prices for Section 1 and Section 2)		$	

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

May 7, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 20-61; Painting Services

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Another question - are we required to use DBE/MBE/WBE participation? If so, what is the percentage goal? I don't see any forms related to this (like where we would fill out their name, etc.) Also, I don't see a Good Faith Effort form showing that one tried to contact, etc.

Answer: There are no requirements for DBE/MBE/WBE participation.

THE BID DUE DATE REMAINS: Wednesday, May 20, 2020 at 2:00 P.M.

Acknowledgment

_____
Signature and Date

_____
Printed Name and Title

_____
Company Name (Print)

Sincerely,

Erin Edwards, MAOL, CPP
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #2

May 13, 2020

Response to 20-61 Painting Services
St. Johns County, Florida / Board of County Commissioners
Painting Services

From:
Jeremiah Morgan
Quality Manager
Krystal Companies, LLC (d.b.a. Krystal Klean)
13679 Atlantic Blvd
Jacksonville, FL 32225
Cell: 904-838-8003
Office: 904-220-3337
Fax: 866-295-9274
jmorgan@krystalklean.com

Enclosures:
- Bid Form
- Signed Addendums 1 and 2
- Unit Rate Price Sheet
- Attachment A Affidavit
- Attachment B License/Certification List
    - Copy of Licenses, W-9, Certifications
- List of Proposed Subcontractors
- Conflict of Interest Disclosure Form
- Drug-Free Workplace Form
- Proof of Insurance
- Claims, Liens, Litigation History
- References Form
    - Additional References
    - Company Overview
- Equipment List
    - Inventory Spreadsheet

BID NO: 20-61

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: PAINTING SERVICES

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

DATE SUBMITTED: 5/13/2020

BID PROPOSAL OF

Krystal Companies, LLC (dba Krystal Klean)

Full Legal Company Name

PO Box 51289 / Jacksonville Beach, FL 32240	904-838-8003	866-295-9274
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-61: Painting Services in St. Johns County, Florida, the undersigned proposes to furnish all must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges, and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

FOR: PAINTING SERVICES

Note: Any and all fees, charges, and costs must be inclusive of any and all equipment, materials, labor, fuel, supervision and transportation, and all other costs, fees, or charges associated with providing the required services in associated within the Painting Services.

TOTAL UNIT RATE PRICE SUBMITTAL
(Add Total Unit Rate Prices for Section 1 and Section 2 on Exhibit "A" together):

$618.95

Total Unit Rate Price Written in Numerals

six hundred eighteen dollars and ninety five cents / 100

Total Unit Rate Price Written in Words

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 4/30/2020

No.: 2 Date Received: 5/7/2020

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

ADDENDUM #1

April 29, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 20-61; Painting Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Do you want to include a line for lead paint encapsulation? Some of your buildings are old.

Answer: Yes.

2. Are you willing to separate caulking line item to different widths because there's a huge cost difference on either? Perhaps either ¼" or less ¼-1/2", and ½ "or greater.

Answer: Yes.

3. There are often repairs needed under the surface once damage on a building is exposed. Are you open to including an hourly figure for carpenter and mason work so you can include these needed repairs for coating projects?

Answer: Yes.

Clarifications:

1. **Revised Exhibit "A" Unit Rate Prices: See attached.**

THE BID DUE DATE REMAINS: Wednesday, May 20, 2020 at 2:00 P.M.

Acknowledgment

Jeremiah Morgan

Signature and Date

Jeremiah Morgan Quality & Sales Manager

Printed Name and Title

Krystal Companies, LLC (dba Krystal Klean)

Company Name (Print)

Sincerely,

Erin Edwards, MAOL, CPP
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1

St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

May 7, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 20-61; Painting Services

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Another question - are we required to use DBE/MBE/WBE participation? If so, what is the percentage goal? I don't see any forms related to this (like where we would fill out their name, etc.) Also, I don't see a Good Faith Effort form showing that one tried to contact, etc.

Answer: There are no requirements for DBE/MBE/WBE participation.

THE BID DUE DATE REMAINS: Wednesday, May 20, 2020 at 2:00 P.M.

Acknowledgment

Jeremiah Morgan

Signature and Date

Jeremiah Morgan Quality & Sales Manager

Printed Name and Title

Krystal Companies, LLC (dba Krystal Klean)

Company Name (Print)

Sincerely,

Erin Edwards, MAOL, CPP
Procurement Coordinator
Purchasing Department

END OF ADDENDUM #2

BID NO: 20-61 **PAINTING SERVICES**

EXHIBIT "A" –REVISED 4/29/2020
UNIT RATE PRICES

Each Bidder shall submit the unit rate prices for each line item as provided below. These total unit rate prices shall dictate the total bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide painting services.

	SECTION 1. Surface Preparation			Unit Rate Adjustments (if any) for after-hours and weekend work
A. Cost by Task				
1	Pressure Washing	$.07	/Square Foot	
2	Sanding/Scraping	$.20	/Square Foot	
3	Sand Blasting	$ 1.50	/Square Foot	
4	Chemical Cleaning	$ .09	/Square Foot	
5	Solvent Cleaning	$ .35	/Square Foot	
6	Patching Masonry	$ 7.00	/Square Foot	
7	Patching Drywall	$ 1.30	/Square Foot	
8	Calking Acrylic ¼" or less	$ 1.50	/Linear Foot	
8a	Calking Acrylic ¼-1/2"	$ 1.50	/Linear Foot	
8b	Calking Acrylic ½ "or greater	$ 1.75	/Linear Foot	
9	Remove Caulking ¼" or less	$ .70	/Linear Foot	
9a	Remove Caulking ¼-1/2"	$ .75	/Linear Foot	
9b	Remove Caulking ½ "or greater	$ .80	/Linear Foot	
10	Caulking Urethane ¼" or less	$ 1.90	/Linear Foot	
10a	Caulking Urethane ¼-1/2"	$ 2.00	/Linear Foot	
10b	Caulking Urethane ½ "or greater	$ 2.25	/Linear Foot	
Section 1- Total Unit Rate Price (Add Unit Prices for Line Items 1-10b):		$ 23.66		
	SECTION 2: Painting Services			
A. Interior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
11	Prime-Coat Interior	$ .43	/Square Foot	
12	Stain Kill-Interior	$ .38	/Square Foot	
13	Stain Kill-Interior (Spray/Back Roll)	$ .64	/Square Foot	
14	Prime Coat-Polyamide Epoxy	$ .70	/Square Foot	
15	Interior Trim	$ 1.45	/Linear Foot	
16	Intermediate Coat	$ .45	/Square Foot	
17	Architectural Coating	$ .55	/Square Foot	
18	Epoxy Coatings	$ 1.00	/Square Foot	
19	Urethane Anti-Graffiti Coatings	$ 1.00	/Square Foot	
B. Exterior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
20	Prime Coat - Exterior	$ .45	/Square Foot	
21	Prime Coat - Exterior (Spray/Backroll)	$ .60	/Square Foot	
22	Lead Paint Encapsulation	$ 1.45	/Square Foot	
23	Sealing - Exterior Masonry	$ .45	/Square Foot	
24	Sealing - Exterior Masonry (Spray)	$ .45	/Square Foot	

25	Sealing - Exterior Masonry (Spray/Backroll)	$ .50	/Square Foot	
26	Exterior Trim	$ 1.20	/Linear Foot	
27	Intermediate Coat	$ .50	/Square Foot	
28	Architectural Coating	$ .60	/Square Foot	
29	Architectural Coating (Spray)	$ .60	/Square Foot	
30	Architectural Coating (Spray/Backroll)	$ .64	/Square Foot	
31	Elastomeric/Waterproof Coatings	$ .60	/Square Foot	
32	Elastomeric/Waterproof Coatings (Spray/Backroll)	$ .65	/Square Foot	
33	Patching Wood Doors	$ 50	per door side	
33 a	Patching Wood Frames	$ 55	per door frame	
34	Architectural Coatings (Wood Door)	$ 60	per door face	
35	Urethane Anti-Graffiti Coatings (Wood Door)	$ 75	per door face	
36	Patching Metal Doors	$ 65	per door side	
36a	Patching Metal Frames	$ 65	per door frame	
37	Architectural Coatings (Metal Door)	$ 50	per door face	
38	Urethane Anti-Graffiti Coatings (Metal Door)	$ 50	per door face	
39	Architectural Coatings (Metal Frames)	$ 55	per door frame	
40	Urethane Anti-Graffiti Coatings (Metal Frames)	$ 55	per door frame	
Section 2- Total Unit Rate Price (Add Unit Prices for Line Items 11-40):		$ 595.29		
SECTION 3: Hourly Rate				
Hourly Rate for Carpenter and Mason work (if needed for repairs with coating projects)		$ 55		
SECTION 4: Paint				
40	Percentage Mark Up Over Cost for Paint shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	3 %		
SECTION 5: Rented Equipment				
41	Percentage Mark Up Over Cost for rented equipment shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	3 %		
TOTAL UNIT RATE PRICE SUBMITTAL (Add Total Unit Rate Prices for Section 1 and Section 2)		$ 618.95		

CORPORATE/COMPANY

Full Legal Company Name: Krystal Companies, LLC (dba Krystal Klean) (Seal)

By: Jeremiah Morgan
Signature of Authorized Representative

Jeremiah Morgan Quality & Sales Manager
(Name & Title typed or printed)

By: _____
Signature of Authorized Representative

_____
(Name & Title typed or printed)

Address: PO Box 51289 / Jacksonville Beach, FL 32240

Telephone No.: (904) 838-8003 Fax No.: (866) 295-9274

Email Address for Authorized Company Representative: jmorgan@krystalklean.com

Federal I.D. Tax Number: 36-4660908 DUNS #: 832375914

(if applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: ( ) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – License/Certification List
Attachment "C" – List of Proposed Sub-Contractor(s)
Attachment "D" – Conflict of Interest Disclosure Form
Attachment "E" – Drug-Free Workplace Form
Attachment "F" – Proof of Insurance
Attachment "G" – Claims, Liens, and Litigation History
Attachment "H" – References
Attachment "I" – List of Equipment
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and "I" along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 20-61

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jeremiah Morgan who being duly sworn, deposes and says he is Quality & Sales Manager (Title) of the firm of Krystal Companies, LLC (dba Krystal Klean) (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 20-61: Painting Services, in St. Johns County, Florida.

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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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 barred from participating in public contract lettings in the State of Florida or any other state.

Krystal Companies, LLC (dba Krystal Klean)
(Bidder)

By: Jeremiah Morgan

Quality & Sales Manager
(Title)

Sworn and subscribed to me this 14th day of May, 2020.

Notary Public:
Goretta Bommerscheim
Signature

Goretta Bommerscheim
Printed

My commission Expires: 1-6-2022

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

Notary Public State of Florida
Goretta May Bommerscheim
My Commission GG 143367
Expires 01/06/2022

Bid No: 20-61

ATTACHMENT "B"

LICENSE/CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
GC License	CBC1250460	State of Florida	8/31/2020
LLC Certificate	L09000096337	State of Florida	n/a
St Johns Business Tax Receipt	8281100	St Johns County	9/30/2020
Duval Business Tax Receipt	174627	Duval County	9/30/2020
W-9	36-4660908	Federal Govt	n/a
E-verify Certification	553060	Southeast Personnel Leasing	5/4/2012
DUNS	832375915	Federal Govt	n/a

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MORGAN, ANTHONY LEWIS

KRYSTAL KLEAN USA INC
PO BOX 51289
JACKSONVILLE BEACH FL 32240

LICENSE NUMBER: CBC1250460

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

State of Florida

Department of State

I certify from the records of this office that KRYSTAL COMPANIES, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 6, 2009.

The document number of this limited liability company is L09000096337.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on April 23, 2010, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fourth day of April, 2010

Secretary of State

Authentication ID: 600177221456-042410-L09000096337

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

THIS RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 87-38

2019/2020 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 82811

EXPIRES September 30, 2020

TYPE OF BUSINESS 000502 *BUILDING CONTRACTOR

BUSINESS ADDRESS 13679 ATLANTIC BLVD
JACKSONVILLE, FL 32225

BUSINESS NAME KRYSTAL KLEAN

OWNER KRYSTAL COMPANIES LLC

MAILING ADDRESS PO BOX 51289
JACKSONVILLE BEACH, FL. 32240

ST. JOHNS COUNTY TAX COLLECTOR

CBC1250460

X

NEW BUSINESS
TRANSFER
ORIGINAL TAX 18.00

AMOUNT 18.00

PENALTY .00

COLLECTION COST

TOTAL 18.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-1181486.0001-0001 151 01/24/2020 18.00

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise, agreement, or other county, commission, state or federal permission or authority is required by county, state or federal law.

2019-2020 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 630-1432
www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

KRYSTAL COMPANIES, LLC
JERIMIAH MORGAN
PO BOX 51289
JACKSONVILLE BEACH, FL 32240-1289

ACCOUNT NUMBER:	174627
BUSINESS NAME:	KRYSTAL COMPANIES, LLC
PHYSICAL ADDRESS:	13679 ATLANTIC BLVD JACKSONVILLE, FL 32225
CLASSIFICATION CODE:	323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC
STATE LICENSE NO:	

COUNTY TAX:	13.75
MUNICIPAL TAX:	41.25
TOTAL TAX:	55.00

VALID UNTIL September 30, 2020

ATTENTION

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

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

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5508755.0001-0001 WEB 09/20/2019 55.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Krystal Companies LLC

2 Business name/disregarded entity name, if different from above
dba Krystal Klean

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 51289

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville Beach, FL 32240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
36 - 4660908

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jeremy Morgan Date ▶ 10/1/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SOUTHEAST
PERSONNEL LEASING, INC.

December 28, 2018

Attn: Purchasing

Re: I-9 Verification through E-Verify for Krystal Companies, LLC
Authorization date with E-Verify is 05/04/2012.
Client number 553060.

This Letter is to confirm that Southeast Personnel Leasing, Inc. provides our Client Krystal Companies, LLC with their Workers Compensation and Pay Roll Services. Southeast Personnel Leasing, Inc. Utilizes E-Verify for all employee I-9's submitted to us by Krystal Companies, LLC

If you need any further information, please contact me directly at (727) 682-0153 or jackie.f@spli.com

Thank you

Jackie Feldhaus

Jackie Feldhaus
Customer Service Manager

2739 U.S. Highway 19 N., Holiday, FL 34691
Telephone (727) 938-5562

Bid No: 20-61

ATTACHMENT "C"

LIST OF PROPOSED SUB-CONTRACTOR(S)

All subcontractor(s) are subject to approval of County. The following are subcontractor(s) proposed to be used in connection with this work:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR(S)
We will self-perform the work.	n/a

BID NO: 20-61

ATTACHMENT "D"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid No: 20-61; Painting Services**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: Krystal Companies, LLC (dba Krystal Klean)

Authorized Representative(s) :

Jeremiah Morgan	Jeremiah Morgan Quality & Sales Manager
Signature	Print Name/Title
Signature	Print Name/Title

BID NO: 20-61

ATTACHMENT "E"

DRUG-FREE WORKPLACE FORM

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

Krystal Companies, LLC (dba Krystal Klean) does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Jeremiah Morgan
Signature

5-14-2020
Date

BID NO: 20-61

ATTACHMENT "F"

PROOF OF INSURANCE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

BID NO: 20-61

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor(s) or been sued by or had a formal claim filed by an owner, subcontractor(s) or supplier resulting from a construction dispute? Yes_____ No___X___ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

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

   _____

   Amount actually recovered, if any: _____

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

   _____

2. List all pending litigation and or arbitration. We are in court to collect unpaid services from a non-paying private customer and we expect it to settle soon.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
   No liens have been filed
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

   Yes_____ No___X___ If yes, please explain in detail:

   _____

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____ If no, please explain why? _____

   N/A

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

   None are filed against our company.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No___X___ If yes, please explain in detail: _____

PAINTING SERVICES

ATTACHMENT "H"

REFERENCES

The Bidder must provide proof of <u>three (3) years</u> of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "H" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Any material misrepresentation, as determined by the County, shall result in disqualification.

1. Reference Company Name: University of Florida Health

   Date(s) of Service: 12/2016

   Project Information (Type of System): Painting, cleaning, window glazing, repairing stucco, repairing expansion joints; over 100K sq feet, 2-story.

   Primary Reference Contact Name and Title: Richard Morgan

   Contact Phone Number: 904-244-3753

   Contact Email Address: richard.morgan@jax.ufl.edu

****

2. Reference Company Name: Jacksonville Electric Authority

   Date(s) of Service: 2017-2018

   Project Information (Type of System): Restored 19-story tower headquarters; tuck-pointing, caulking, waterproofing, pressure washing. also coated and repaired over 20 locations - lift stations, tanks, pipes and pumps, floor coatings and other surfaces

   Primary Reference Contact Name and Title: Chris Crane

   Contact Phone Number: 904-813-9844

   Contact Email Address: cranct@jea.com

****

3. Reference Company Name: City of St Augustine

   Date(s) of Service: 2017-2018

   Project Information (Type of System): Hydrpo-blasting, industrial painting, cleaning of the water clarifiers, storage tanks, chemical holding tanks, water tanks and metal structures

   Primary Reference Contact Name and Title: Marcus Pinson

   Contact Phone Number: 904-823-2204

   Contact Email Address: mpinson@citystaug.com

* *

4. Reference Company Name: 4-M Nortrup Grumman
   Date(s) of Service: 2017-2018
   Project Information (Type of System): High pressure cleaning, painting, industrial coatings, water reclamation, corrosion control, and industrial cleaning on buildings, structures, hangars and tanks
   Primary Reference Contact Name and Title: Marc DiMarzo
   Contact Phone Number: 904-355-2751
   Contact Email Address: mdimarzo@4-m.com

* *

5. Reference Company Name: St Johns County School District
   Date(s) of Service: 2018
   Project Information (Type of System): Interior and exterior painting, pressure washing, window cleaning for all of the school district. Work is done under a competively bid contract.
   Primary Reference Contact Name and Title: Brett Butler
   Contact Phone Number: 904-547-8412
   Contact Email Address: butlerb@stjohns.k12.fl.us

* *

6. Reference Company Name: Lake County School District
   Date(s) of Service: 2020
   Project Information (Type of System): Multi-year painting and pressure washing contract. Recently completed an lead encapsulation and water proofing job that included: encap lead paint, replacing window sealants, sloping horizontal surfaces with concrete patching system.
   Primary Reference Contact Name and Title: Bill Eubanks
   Contact Phone Number: 352-536-8004
   Contact Email Address: eubanksw@lake.k12.fl.us

KRYSTAL
COMPANIES

References in Alphabetical Order; Updated 4/2020

Anheuser Busch
111 Busch Drive
Jacksonville, FL 32218
Richard Chapman
(904) 751-0700
richard.chapman@anheuser-busch.com

Details: We cleaned the brewery (7-stories) and coated/painted parking lots, window cleaning, and pressure washed the roads and loading bays. We were cleaning and coating in high traffic areas as this facility runs 24 hours a day. Much care was needed to execute cleaning and coating without affecting the bottling operations. We have completed multiple projects for this customer to include work at their Virginia plant. Work also included the inspection of surface condition and repair of these surfaces. Cost of this particular project was $60K and completed in 2015.

City of St. Augustine
75 King Street
St. Augustine, FL 32085
Marcus Pinson
904-823-2204
mpinson@citystaug.com

Details: We performed the following services for their water treatment plants: hydro-blasting, industrial painting, coating and cleaning of the cities water clarifiers, storage tanks, chemical holding tanks, finished water tanks and metal structures. Project costs were $40K and completed from 2017-2018.

Florida Department of Health/ Clay County Health Department
1305 Idlewild Avenue
Green Cove Springs, FL 32043
Troy Biddle
904-529-2880 or 904-497-3265
Troy.biddle@flhealth.gov

Details: Prepped and painted all interior rooms in Buildings A and D at the Florida Department of Health Clay County Health Department. Building A was approximately 9000 sq. ft. and Building D was approximately 2500 sq. ft. Awarded February 2019, completed March 2019 and project cost was $41,575.

Florida State College of Jacksonville
11901 Beach Blvd.
Jacksonville, FL 32246
Philip Mitchell
904-646-2417
pmitchel@fscj.edu

Details: We have worked with them for over 15 years at all of their campus locations here in Jacksonville under competitively bid contracts. Work is completed at nights, weekends, or during college breaks. From emergency services (cleaning campus prior to a presidential visit) to scheduled painting, cleaning, caulking, steam cleaning tile and flooring…we have done over $1.5M of contracted work with FSCJ. In March 2020 we were awarded an additional 5-year pressure washing & window cleaning job order contract with this university.

Hess/Bought by Buckeye
2617 Zoo Parkway
Jacksonville, FL 32226
Mike Agana
904-570-6575
magana@buckeye.com

Details: We coated exterior surfaces of pipes and water tanks and fuel tanks in fuel terminals. In addition, the scope of other jobs have performed for them at their Charlotte, Tampa and Jacksonville locations are services like: cleaning and corrosion control, re-coat rust inhibitor, epoxy intermediate coating and top coat high solids urethane. Jacksonville location required TWIC security clearance. Ongoing client since 2009 and projects costs have been nearly $200K in total sales.

Jacksonville Aviation Authority
2400 Yankee Clipper Drive
Jacksonville, FL 32218
John Adams
904-226-5003
john.adams@flyjacksonville.com

Details: Pressure washed and removed all loose or impregnated soils, oils, residue, gum from the arriving flights roadway in May 2018 and on the concourse room in October 2018 at the JIA. Coordinated with Airside Operations to execute service between flights. Blocked drains to prevent wastewater intrusion.

Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32259
Chris Crane
904-813-9844
cranct@jea.com

Details: Restoration of a 19-story building to include pressure washing, window cleaning, tuck-pointing, caulking, corrosion control, industrial coating, painting and waterproofing. We have coated and repaired multiple locations for JEA over the years to include 20 locations in 2018 involving corrosion control, industrial coatings, cleaning, painting and waterproofing of lift stations, pipe and pumps, water storage tanks, floor coatings and other surfaces. Annual costs from 2017 to 2018 were $585K.

Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202
Johnny Halman
904-576-9826
jhalman@jtafla.com

Details: In April 2020 we were awarded a multi-year commercial exterior window cleaning and hot pressure washing services of their sidewalks, buildings, all applicable JTA property in Jacksonville.

Lake County School Board
29529 CR 561
Tavares, FL 32778
Calvin Wingo
WingoC@lake.k12.fl.us
352-253-6842
William Eubanks
352-536-8004
EubanksW@lake.k12.fl.us

Details: We were awarded a multi-year painting and pressure washing labor service contract with this school district in August 2019. We are contracted to service all of their school buildings for painting and pressure washing needs. To date we have completed several large projects, namely a lead encapsulation/waterproofing job at Tavares High School that included cleaning exterior surfaces, encapsulating lead paint, replacing window sealants, sloping horizontal surfaces with tamspatch concrete patching system and applying PPG water proofer intermediate coat and self-cleaning top coat. Costs are around $100K and job ran from January 2020 to February 2020.

Northrop Grumman (4-M)
5000 US 1
St. Augustine, FL 32095
Marc DiMarzo
(904) 355-2741
mdimarzo@4-m.com

Details: Work takes place at controlled secure site in St. Augustine, FL. We performed the following services for buildings, metal structures, airplane hangars and tanks: high pressure cleaning, water reclamation, corrosion control, industrial coatings and high cleaning of their tanks, hangars and buildings. We also performed over 300,000 sq. ft. of dusting a 100 airplane assembly hangar and high dusted a multitude of other buildings where the high dusting totaled over 1M sq. ft. 2017-2018 annual project costs were $525K.

Pepsi Bottling Company
5829 Pepsi Place
Jacksonville, FL 32216
Brad Losego
904-504-8831
brad.losego@pepsico.com
Details: Waterproofed and painted entire exterior building envelope while coordinating execution with plant logistics. Warehouse was 2 stories and approximately 250,000 square feet. Cost was $150K and completed May 2018.

Ring Power Corporation
3400 NW 77th Court
Miami, FL 33122
Dennis Steed
(904) 545-1185
dennis.steed@hotmail.com

Details: We repaired and coated the exterior of a Miami warehouse (2 stories), showroom and office facility. We repaired block walls, restored stucco, caulked and painted interior and exterior surfaces. We also coated the warehouse roof. We have also coated multiple sites for this customer on the east coast as far as New Jersey. Work also included both low and high pressure washing, including preparation for coating of surfaces, inspection of surfaces for penetrations, and performed necessary repairs, etc. We also provided window cleaning on 70' foot commercial building. Miami warehouse project costs were $95K and completed in 2015.

St. Johns County School District
40 Orange Street
St. Augustine, FL 32084
Brett Butler (Landrum Middle School Facility Director)
904-547-8412
butlerb@stjohns.k12.fl.us

Details: Krystal Klean has worked with St. John's County Schools for several years under competitively-bid contracts for window cleaning, pressure washing, painting, and waterproofing. Purchasing departments for other state, municipality, and government entities have successfully "piggybacked" these competitively-bid contracts given their value. Krystal Klean currently is performing over $100,000 in painting services for multiple schools during summer of 2018. Project for Landrum Middle School (contact above) is $40,000 for interior painting. We strive to meet the expectations of each individual building or school manager and operate at a high level of service and quality for this customer.

US Naval Air Station Mayport, Jacksonville
Harbor Operations Command
Bob Novotny
bob.novotny@navy.mil

Details: Disassembled, modified, blasted, painted and reassembled 11 boats; multiple oil response rigs, multiple shipping containers; tanker trucks, Costs were around $1M; 2009

University of Florida
971 Elmore Drive
Gainesville, FL 32611
Chad Worley
352-494-1634
cworley@ufsa.ufl.edu

Details: We have worked with UF for nearly 10 years. From tuck-pointing to brick restoration, masonry, painting, cleaning, caulking, window cleaning, pressure washing parking garages…we have done over $500K of contracted work with UF. We are currently in year 2 of a 5-year unit cost painting contract with UF and are working to restore most of their housing buildings. We also have a 5-year unit cost campus-wide parking garage pressure cleaning contract with UF that covers cleaning 14 multi-level parking garages with over 1,000,000 square feet.

University of Florida; Beaty Towers 2
11 Beaty Towers
Gainesville, FL 32612
Hans Pfalzgraf
352-284-3949
hansp@housing.ufl.edu, hpfalzgraf@ufsa.ufl.edu

Details: Waterproofing, concrete restoration, caulking, cementitious coating, tuck-pointing and brick replacement on the North and South side of Beaty Tower 2 (student housing) building; 14-story precast and brick building. Work took place during campus summer break - 5/2019 to 6/2019. Cost was $523K.

University of Florida; UF Health Building
653-2 West 8th Street
Jacksonville, FL 32209
Richard Morgan
904-244-3753
richard.morgan@jax.ufl.edu

Details: We replaced expansion joints, window glazing, repaired stucco and waterproofed the exterior of their Jacksonville medical building. This is a high traffic building that's approximately 100,000 square feet. This project was completed in 2016 and costs were $57,625.

University of North Florida
1 UNF Drive
Jacksonville, FL 32224
Mike Maroney
904-955-4051
mmaroney@unf.edu

Details: We have also worked with them for over 15 years at the various locations across campus. Cleaning, painting and waterproofing parking garages, stadiums, various buildings, warehouse restoration after a fire…we have done over $1M of contracted work with UNF.

KRYSTAL
COMPANIES

Executive Summary

Krystal Companies, LLC (d.b.a. Krystal Klean) is a cleaning and coating small business company that serves the southeastern United States. Our home office is located in Jacksonville, FL. We have been in business since 2001 and we currently have 47 employees. We provide a variety of coating, painting and cleaning services like pressure washing, soft washing, waterproofing, window washing, high-industrial dusting, corrosion control, painting, caulking, sealing, tuck-pointing, masonry repairs, sealing and overall building restoration needs.

Krystal Klean maintains over 1,000 individual locations per year. We manage large quantities of work orders in an efficient manner. Around 40% of our work force works the night shift making it easier for us to get high traffic areas such as airports, college campuses, school districts, hospitals, industrial complexes, and office buildings.

We have high retention of our core employees and can ramp up and down for large projects as needed. We are a small company that can offer competitive rates and also large enough to handle large coating projects.

Project Management
Krystal Klean's project management approach provides clear tasks, schedules and techniques to meet project objectives, both on-time and on-budget. Krystal Klean's approach provides effective project execution, resource utilization and industry standards of safety. Each project is provided a written scope and estimate, written schedule with both a work and safety plan, daily work and safety reports filled out by crew members and available to the facilities upon request, monthly safety audits and regular communication with facility managers to keep ahead of expected needs.

Each project has a project manager, and supervisor assigned to it with daily reports coming from the supervisor. We have written a program that allows us to electronically receive and sort daily reports filled out by supervisors at the end of each shift, so that any job issues are known immediately and communicate with facility managers. Project managers receive these daily from each crew. This includes forms filled out and required by OSHA for safety audits, daily lift and truck inspections, ladder inspections among other reported items, so that each crew is compliant and monitored for safety.

Division leaders do a required random monthly safety audit on their crews. We maintain a highly organized fleet of around 30 vehicles so can operate in multiple locations and typically have projects running in multiple states on a regular basis.

Krystal Klean is a fully Certified Building Contractor in the state of Florida. We are a genuine leader in the building maintenance and restoration industry. At Krystal Klean we strive to be the premier building solution provider for Commercial and Industrial clients nationally, setting industry standards for quality and innovation, while creating a work environment that employees can thrive.

BID NO: 20-61

ATTACHMENT "I"

LIST OF EQUIPMENT

In the space below, the Bidder shall list and provide details of all the equipment used to provide Painting Services.

Equipment	Quantity	Details
Please see attached equipment list following on the next page.		

Krystal Companies LLC (dba Krystal Klean) Equipment List

Equip / Tag #	Model / Color	Equipment Category	Equipment Type	Year	VIN / Serial
#0526 FORKLIFT	8FDU30 TOYOTA FORKLIFT RED	Heavy Equipment	Forklift	2012	D177B378776U
#0623 - 86' BOOM	JLG 860SJ	Lift	80' Lift	2007	0300118525
#0793 - 86' BOOM	JLG 860SJ	Lift	80' Lift	2007	0300118891
#1186 -26' SCSR LIFT	JLG 2630ES	Lift	Scissor Lift	2016	0200001445
#1311 - 46' Boom	JLG 460SJ	Lift	40' Lift	2004	0300079744
08 WASH	LARK HIGH DUST TRAILER YLW	Trailer	Cargo Trailer	2018	5RTBE1010JD062516
10WASH	GENIE LIGHT TREE	Trailer	Equipment Trailer	2006	5D8LC141761001625
8FDU30	Toyota / Orange	Heavy Equipment	Forklift	2012	30906
KC 35	GDTF TRAILER	Trailer	Tractor Trailer	1980	1GRBE9024BS046301
KC 38	HLRT TRAILER	Trailer	Cargo Trailer	2003	5MWBU08153S001196
KC 93	FORD F550 PICKUP YLW	Truck	PW Truck	2008	1FDAW56R38EA50360
KLEAN 10	FORD F550 YLW	Truck	PW Truck	2016	1FD0W5GT6GEB26559
KLEAN 12	FORD F550 PICKUP YLW	Truck	PW Truck	2016	1FD0W5GT4GEB34854
KLEAN 14	Ford F-350	Truck	PW Truck	2016	1FD8W3GTXGEC88492
KLEAN 15	Ford F550 Yellow	Truck	PW Truck	2016	1FD8W3GT8GED29945
KLEAN 18	TOYOTA 4Runner SLVR	Car/SUV	SUV	2016	JTEBU5JR5G5290932
KLEAN 19	FORD F-350 / Yellow	Truck	Pickup Truck	2016	1FT8W3AT3GEC39258
KLEAN 20	CHEVY 2500 PICKUP WHT	Truck	PW Truck	2003	1GCHC23UX3F224964
KLEAN 22	FORD F550 PICKUP YLW	Truck	PW Truck	2014	1FD0W5GT0EEA79848
KLEAN 23	Ford F-250 / White	Truck	Pickup Truck	2016	1FT7W2BT5GEB44303
KLEAN 24	TOYOTA P/U GREY	Truck	Pickup Truck	2011	5TFFY5F12BX103690
KLEAN 25	FORD F550 PICKUP YLW	Truck	PW Truck	2014	1FD0W5GT2EEA79849
KLEAN 26	FORD F550 PICKUP YLW	Truck	PW Truck	2014	1FD0W5GT1EEB66285
KLEAN 27	FORD F550 PICKUP YLW	Truck	PW Truck	2015	1FD0W5GT0FEA40856
KLEAN 28	FORD F550 PICKUP YLW	Truck	PW Truck	2015	1FD0W5HT9FEC99831
KLEAN 29	TOYOTA TACOMA YLW	Truck	Pickup Truck	2013	5TFJU4GN9DX036428
KLEAN 30	Toyota Tacoma / YLW	Truck	Pickup Truck	2015	3TMJU4GN6FM174372
KLEAN 31	FORD F350 PICKUP YLW	Truck	Pickup Truck	2016	1FD8W3HT3GED26319
KLEAN 32	TOYOTA TACOMA / YLW	Truck	Pickup Truck	2013	5TFJU4GN9DX050183
KLEAN 33	FORD F550 PICKUP YLW	Truck	PW Truck	2015	1FD0W5HT0FEC99832
KLEAN 34	FORD F550 PICKUP YLW	Truck	PW Truck	2015	1FD0W5HT2FED17733
KLEAN 37	FORD F550 PICKUP YLW	Truck	PW Truck	2015	1FDOW5GT8GEA50987
KLEAN 38	F350 Yellow	Truck	PW Truck	2016	1FD8W3GT3GEA17337

KLEAN 4	FORD FOCUS GREY	Car/SUV	Car	2014	1FADP3F2XEL227750
KLEAN 41	Int'l 9200i Yellow	Truck	Semi Truck	2007	2HSCESBRX7C359968
KLEAN 6	CHEVY 2500 PICKUP WHT	Truck	PW Truck	2006	1GCHC24U26E209884
KLEAN 9	CHEVY 2500 PICKUP WHT	Truck	PW Truck	2002	1GCHC23U22F217666
KLEAN11	CHEVY 2500 PICKUP WHT	Truck	PW Truck	2003	1GCHC24U53E139454
KLEAN13	CHEVY 2500 PICKUP WHT	Truck	PW Truck	2006	1GCHK29U46E200180
KLEAN19*	PETERBILT SEMI TRCTR	Truck	Semi Truck	2002	1XP7DB9X72D571431
KLEAN21	IZUZU SIGNTRUCK YLW	Truck	Sign Truck	2006	JALB4B16867025562
KLEAN36	TOYOTA TACOMA PICKUP YLW	Truck	Pickup Truck	2000	4TANL42N6YZ590429
KLEAN7	TOYOTA SCION/5DR/YLW	Car/SUV	SUV	2006	JTLKT324964093544
WASH 1	HAUM TRAILER	Trailer	PW Trailer	2000	16HCB1011YH068429
WASH 100	CFI TRAILER	Trailer	Tile Trailer	2008	1N9BV182X8P159975
WASH 101	NAJO TRAILER - WM	Trailer	Tile Trailer	2009	1N9BV16259P159173
Wash 102	Flatbed / Aluminum	Trailer	Softwash	2016	NOVIN0201154675
Wash 103	Flatbed / Aluminum	Trailer	Softwash	2016	NOVIN0201154678
Wash 104	Flatbed / Aluminum	Trailer	Water Fed Pole	2016	NOVIN0201154753
Wash 105	Flatbed / Aluminum	Trailer	Softwash	2016	NOVIN0201154757
Wash 106	Hydrotek PW Trailer	Trailer	PW Trailer	2017	1H9CSC219H1120618
WASH 2	IMPE TRAILER	Trailer	PW Trailer	2004	1A920029144B23203
WASH 3	BRAY TRAILER	Trailer	PW Trailer	2005	1B90113E95E624007
WASH 39	LUCAS TRAILER	Trailer	Cargo Trailer	2004	1L9BC12124J311077
WASH 4	SIROCCO VAC TRAILER	Trailer	Equipment Trailer	2009	NOVIN0200823646
WASH 40	CHER TRAILER	Trailer	Cargo Trailer	2005	4RMES12145F003581
WASH 5	EXPR TRAILER	Trailer	Cargo Trailer	2007	5GLB12297C000076
WASH 6	HDME TRAILER	Trailer	Cargo Trailer	2008	NOVIN0200734522
WASH 7	FLATBED TRAILER	Trailer	Tractor Trailer	1997	13N248305V1573481
WASH 80	WELDING MILLER/ROBBINS TRAILER	Trailer	Equipment Trailer	2017	1R91A1014HA820440
WASH 9	WFP - HDME TRAILER	Trailer	Water Fed Pole	2009	NOVIN0200823645
WASH 92	Softwash	Trailer	PW Trailer	2015	1A9EE1417FD853159
WASH 94	Hot & Mighty TRAILER	Trailer	Tile Trailer	2016	16HPB12253G052014
WASH 95	Trailer	Trailer	Water Fed Pole	2013	1H9CSC31XD1120670
WASH 96	PROGRESSIVE TRAILER	Trailer	Tile Trailer	2009	1P9EC16239P297514
WASH 97	NAJO TRAILER	Trailer	Tile Trailer	2007	1N9BV16267P159860
WASH 98	PROGRESSIVE TRAILER	Trailer	Tile Trailer	2008	1P9EC16278P297501
WASH 99	TRBO TRAILER	Trailer	Tile Trailer	2007	1N9BV16267P159776

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2020

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

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

PRODUCER
GHG Insurance
1000 Riverside Ave., Suite 500
Jacksonville FL 32204

CONTACT NAME: Branda Popham
PHONE (A/C, No, Ext): 904-421-8604 FAX (A/C, No): 904-421-8601
E-MAIL ADDRESS: bpopham@ghgins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Allstate Insurance Company	19232
INSURER C : GuideOne National Insurance Company	14167
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KRYSCOM-01
Krystal Companies, LLC dba Krystal Klean
P.O. Box 52189
Jacksonville FL 32240-1289

COVERAGES

CERTIFICATE NUMBER: 744203826 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER			ENP 0506361	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			648829111	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ENP 0506361	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			ENVS6200099701	1/30/2020	1/30/2021	Pollution Liability	5,000,000

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date 12/11/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		☐ Commercial General Liability				Damage to rented premises (EA occurrence)	$
		☐ Claims Made ☐ Occur				Med Exp	$
		General aggregate limit applies per:				Personal Adv Injury	$
		☐ Policy ☐ Project ☐ LOC				General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)	$
		☐ Any Auto				Bodily Injury (Per Person)	$
		☐ All Owned Autos				Bodily Injury (Per Accident)	$
		☐ Scheduled Autos				Property Damage (Per Accident)	$
		☐ Hired Autos					
		☐ Non-Owned Autos					
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		☐ Occur ☐ Claims Made				Aggregate	
		☐ Deductible					
A		**Workers Compensation and Employers' Liability**	WC 71949	01/01/2020	01/01/2021	X WC Statutory Limits ☐ OTHER	
		Any proprietor/partner/executive officer/member excluded? **NO**				E.L. Each Accident	$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 80-90-019

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Krystal Companies, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name: FOR BID PURPOSE

ISSUE 12-31-12 (JG) / Reissued 12/9/13 (SH) REISSUE 01-23-14 (EP). REISSUE 12-18-18(SS)

Begin Date: 11/12/2010

CERTIFICATE HOLDER

KRYSTAL COMPANIES, LLC

PO BOX 51289
JACKSONVILLE BEACH, FL 32240

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

NOTICE OF INTENT TO AWARD

May 28, 2020

RE: Bid No: 20-61 Painting Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award contracts to Lasa Construction, Inc., and Krystal Companies, LLC dba Krystal Clean as the lowest responsive, responsible bidders for **Bid No: 20-61 Painting Services.** This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 11:00 AM, Tuesday, June 2, 2020.

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

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

Please forward all correspondence, requests or inquiries directly to the attention, Erin Edwards, MAOL, CPP, Procurement Coordinator in the Purchasing Department at eedwards@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners

Leigh A. Daniels

County Representative Signature

Date: 5/28/20

Leigh A. Daniels, CPPB
Assistant Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

FLEETWASHH KARDA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2021

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

APPROVED
By Itzel Ehrman at 3:03 pm, Mar 08, 2021

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

PRODUCER
Pinnacle Insurance Solutions, LLC
4 Becker Farm Road
Roseland, NJ 07068

CONTACT NAME:
PHONE (A/C, No. Ext): (973) 284-0100 FAX (A/C, No): (973) 284-1655
E-MAIL ADDRESS: certificates@pinnrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Insurance Company	22730
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Capitol Specialty Insurance Corporation	10328
INSURER E :	
INSURER F :	

INSURED
Fleetwash Inc.
dba Krystal Klean
P.O. Box 51289
Jacksonville Beach, FL 32240

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	X	X	6004-0485	10/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	TC2J-CAP-116D7664-TIL-20	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	ZUP-61N29318-20-NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0N99083A-20-51-K	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Workers Compensation			UB-0N939457-20-51-R	7/1/2020	7/1/2021	Limit (AZ, MA)	1,000,000
D	Pollution Liab.			EV20200556-01	7/1/2020	7/1/2021	Ea. Occ./Gen. Agg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability- Carrier: Navigators Insurance Company, Effective Date: 07/01/2020 - 07/01/2021 - Policy Number: NY20EXCZ051UKIV, Limit: $10,000,000

Crime (Third Party)- Carrier: Travelers Casualty & Surety, Effective Date: 07/01/2020 - 07/01/2021 - Policy Number: 105636705 - Ded.: $1,000 - Limit: $100,000

Project: : St Johns County Board of Commissioners, Bid No. 20-61 Painting Services.

St. Johns County Board of Commissioners and The City of Jacksonville its members, officials, officers, employees and agents are named as additional
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval St.
Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: FLEETWASHH KARDA1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Pinnacle Insurance Solutions, LLC		Fleetwash Inc. dba Krystal Klean P.O. Box 51289 Jacksonville Beach, FL 32240
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Insured with regard to General Liability, Auto Liability and Pollution Liability as required by written contract. Coverages are primary and noncontributory. A Waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applied to General Liability, Pollution Liability and Auto Liability as required by written contract. 30 day notice of cancellation applies to all policies.

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CERTIFICATE OF LIABILITY INSURANCE

Date 1/21/2021

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

APPROVED
By Itzel Ehrman at 3:03 pm, Mar 08, 2021

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		Commercial General Liability				Damage to rented premises (EA occurrence)	$
		Claims Made / Occur				Med Exp	$
						Personal Adv Injury	$
		General aggregate limit applies per:				General Aggregate	$
		Policy / Project / LOC				Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)	$
		Any Auto				Bodily Injury (Per Person)	$
		All Owned Autos				Bodily Injury (Per Accident)	$
		Scheduled Autos				Property Damage (Per Accident)	$
		Hired Autos					
		Non-Owned Autos					
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		Occur / Claims Made				Aggregate	
		Deductible					
A		**Workers Compensation and Employers' Liability**	WC 71949	01/01/2021	01/01/2022	X WC Statutory Limits / OTHER	
		Any proprietor/partner/executive officer/member excluded? **NO**				E.L. Each Accident	$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-67-850

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Fleetwash, Inc. of New Jersey dba Krystal Klean

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name: Project: St Johns County Board of Commissioners, Bid No. 20-61

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS. ISSUE 01-21-21 (KLT)

Begin Date: 6/28/2019

CERTIFICATE HOLDER

CITY OF JACKSONVILLE

117 W. DUVAL STREET, SUITE 335
JACKSONVILLE, FL 32220

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

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

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

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

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

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

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

whichever is less.

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

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CITY OF JACKSONVILLE

117 W. DUVAL STREET, SUITE 335

JACKSONVILLE, FL 32220

ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc.
Insurance Company: Lion Insurance Co.
Policy #: WC 71949
Effective: 01/01/2021- 01/01/2022
Client: Fleetwash, Inc. of New Jersey dba Krystal Klean

Countersigned by: _____

WC 00 03 13
(Ed. 4-84)

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CONSENT TO ASSIGNMENT
Painting Services
Master Contract 20-MCC-KRY-12220

This Consent to Assignment Agreement (Agreement) is entered into as of this 3rd day of March, 2021, by and between St. Johns County (County), a political subdivision of the State of Florida, and **Fleetwash, Inc dba Krystal Klean**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 20-MCC-KRY-12220, dated as of July 9, 2020.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 20-MCC-KRY-12220, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 17 of Master Contract 20-MCC-KRY-12220, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on January 22, 2021, Contractor provided its written request to the assignment of all of its rights, interests and obligations in Master Contract 20-MCC-KRY-12220 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 17 of Master Contract 20-MCC-KRY-12220, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

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

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 20-MCC-KRY-12220 to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 20-MCC-KRY-12220.

2. Incorporation of Terms and Conditions. Master Contract 20-MCC-KRY-12220 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 20-MCC-KRY-12220 shall remain in full force and effect.

3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.

4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.

5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

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

COUNTY:

St. Johns County, FL
County Name

Signature by County Representative

Leigh A. Daniels, CPPB
Printed Name – County Representative

Purchasing Manager
Printed Title – County Representative

3/3/21
Date of Signature

ASSIGNEE:

Fleetwash, Inc dba Krystal Klean
Company Name

Signature by Assignee Representative

Jeremiah Morgan
Printed Name Assignee Representative

Quality & Sales Manager
Printed Title – Assignee Representative

March 2, 2021
Date of Signature

LEGALLY SUFFICIENT:

Deputy County Attorney

3/4/21
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

3/3/21
Date

ST JOHNS COUNTY
MAR 03 '21
PURCHASING

March 4, 2021

Fleetwash, Inc.
dba Krystal Klean
13679 Atlantic Blvd
Jacksonville, FL 32225

RE: Bid No: 20-61 – Painting Services
Master Contract No: 20-MCC-KRY-12220

Dear Mr. Morgan:

Enclosed, please find a fully executed original copy of the Consent to Assignment for your files.

Please feel free to contact me, at the information provided below, with any questions you may have.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department
Erin Edwards
Erin Edwards, MAOL, CPP
Procurement Coordinator
(904) 209-0164 – Direct
(904) 209-0165 – Fax
(904) 209-0150 – Main
eedwards@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid 20-61- Krystal Companies – Master Contract File

St. Johns County Board of County Commissioners
Purchasing Division

July 14, 2020

Krystal Companies, LLC
dba Krystal Klean
13679 Atlantic Blvd
Jacksonville, FL 32225

RE: Bid No: 20-61 – Painting Services
Master Contract No: 20-MCC-KRY-12220

Dear Mr. Morgan:

Attached, please find a fully executed original copy of the Contract Agreement for your files.

All work under this contract will be authorized by Task Orders. No work shall be performed without an executed Task Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from your firm regarding a specific project, any and all instructions for the proposal will be included in the request. Please note that any projects in excess of $100,000.00 will require a Public Construction Bond.

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

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

Leigh A. Daniels, CPPB
Assistant Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid 20-61- Krystal Companies – Master Contract File

CONTINUING CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 20-MCC-KRY-12220

This Contract Agreement ("Agreement") is made and entered into as of this 9th day of July, 2020 by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **Krystal Companies, LLC dba Krystal Klean**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 13679 Atlantic Blvd, Jacksonville, FL 32225; Phone: (904) 838-8003; Fax: (866) 295-9274 and Email: jmorgan@krystalklean.com; under seal for **Bid No: 20-61; Painting Services.** In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No: 20-61 documents together with all addenda thereto; (3) all Specifications; and (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of five (5) calendar years.

1.2.2 The term of the Contract has no available renewal options, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to Bid No: 20-61; Painting Services. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.

1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: painting services on an "as needed basis". Projects may be interior or exterior on different types of surfaces and includes doors and door frames as required. The County makes no guarantee of a specific volume of work to be performed under this Contract. Contractor shall furnish all labor, materials, supplies, equipment, fuel, supervision and transportation to clean and prepare surface including patching, masking, sealing and finish painting of areas designated by the County and necessary to perform the required services as specified in the Scope of Work; construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; permits and licenses required of the

Contractor. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

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

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

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars ($200,000), without prior written authorization by the County Administrator or authorized designee.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress

payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

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

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

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

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

5.3 Withheld Payment

5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

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

5.6 Final Completion and Final Payment

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

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

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.

6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

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

6.3 County's Right to Perform Work

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

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
Ryan Lowe	Division and Quality Manager
Jake Stenson	Division Manager

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

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

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

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

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.

8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving arise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

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

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

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay

to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

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

8.3 Field Orders

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

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

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

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

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

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County

or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final

Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

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

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

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

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

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

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

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

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

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

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

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

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

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

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

13.1.1.1 The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

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

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

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

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

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

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

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

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

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

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

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

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVI – PUBLIC RECORDS

16.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

16.1.1 **B.** In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

16.1.2 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon

request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

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

17.2 Successors and Assigns

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

17.3 Surety Bonds

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

17.4. Safety of Persons and Property

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

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

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

17.5 Amendments

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

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

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

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

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

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contact, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

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

17.10 Authority to Execute

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

17.11 Notice Regarding Public Entity Crimes

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

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

(a) Contracting to provide goods or services to a public entity;

(b) Submitting a bid on a contract for construction or repair of a public building or public work;

(c) Submitting bids on leases of real property to a public entity;

(d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $10,000.00.

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

17.12. Termination Under Section 287.135, Florida Statutes

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

17.13. Royalties and Payments

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

17.14. Permits and Licenses.

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

17.15. Completion of All Required Forms

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

17.16. No Third Party Beneficiaries

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

17.17. E-Verify

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

17.18. Survival.

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

****

Bid No: 20-61; Painting Services
Master Contract #: 20-MCC-KRY-12220

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

COUNTY

St. Johns County, FL (Seal)

By: Vicki A. Davis
(Printed Name)

Assistant Purchasing Manager
(Title of Signing Representative)

Vicki A. Davis
(Signature)

7/9/20
(Date of Execution)

CONTRACTOR

Krystal Companies, LLC dba Krystal Klean (Seal)

By: Jeremiah Morgan
(Printed Name)

Jeremiah Morgan
(Signature)

President/QC
(Title of Signing Representative)

7-8-2020
(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: Pam Halterman
Deputy Clerk

7/9/20
Date of Execution

ST JOHNS COUNTY
JUL 09 '20
PURCHASING

LEGALLY SUFFICIENT:

~~Deputy~~ County Attorney

7/14/20
Date of Execution

Bid No: 20-61; Painting Services
Master Contract #: 20-MCC-KRY-12220

EXHIBIT "A"
CONTRACT PRICING

Each Bidder shall submit the unit rate prices for each line item as provided below. These total unit rate prices shall dictate the total bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment and materials such as (but not limited to) tape, caulk, filler, brushes, rollers, ect., labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide painting services.

SECTION 1. Surface Preparation				**Unit Rate Adjustments (if any) for after-hours and weekend work**
A. Cost by Task				
1	Pressure Washing	$0.07	/Square Foot	
2	Sanding/Scraping	$0.20	/Square Foot	
3	Sand Blasting	$1.50	/Square Foot	
4	Chemical Cleaning	$0.09	/Square Foot	
5	Solvent Cleaning	$0.35	/Square Foot	
6	Patching Masonry	$7.00	/Square Foot	
7	Patching Drywall	$1.30	/Square Foot	
8	Calking Acrylic ¼" or less	$1.50	/Linear Foot	
8a	Calking Acrylic ¼-1/2"	$1.50	/Linear Foot	
8b	Calking Acrylic ½ "or greater	$1.75	/Linear Foot	
9	Remove Caulking ¼" or less	$0.70	/Linear Foot	
9a	Remove Caulking ¼-1/2"	$0.75	/Linear Foot	
9b	Remove Caulking ½ "or greater	$0.80	/Linear Foot	
10	Caulking Urethane ¼" or less	$1.90	/Linear Foot	
10a	Caulking Urethane ¼-1/2"	$2.00	/Linear Foot	
10b	Caulking Urethane ½ "or greater	$2.25	/Linear Foot	
Section 1- Total Unit Rate Price (Add Unit Prices for Line Items 1-10b):		$23.66		
SECTION 2: Painting Services				
A. Interior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
11	Prime-Coat Interior	$0.43	/Square Foot	
12	Stain Kill-Interior	$0.38	/Square Foot	
13	Stain Kill-Interior (Spray/Back Roll)	$0.64	/Square Foot	
14	Prime Coat-Polyamide Epoxy	$0.70	/Square Foot	
15	Interior Trim	$1.45	/Linear Foot	
16	Intermediate Coat	$0.45	/Square Foot	
17	Architectural Coating	$0.55	/Square Foot	
18	Epoxy Coatings	$1.00	/Square Foot	
19	Urethane Anti-Graffiti Coatings	$1.00	/Square Foot	
B. Exterior - Brush/Roll Application unless indicated otherwise. Price is per coat.				
20	Prime Coat - Exterior	$0.45	/Square Foot	
21	Prime Coat - Exterior (Spray/Backroll)	$0.60	/Square Foot	
22	Lead Paint Encapsulation	$1.45	/Square Foot	

23	Sealing - Exterior Masonry	$0.45	/Square Foot	
24	Sealing - Exterior Masonry (Spray)	$0.45	/Square Foot	
25	Sealing - Exterior Masonry (Spray/Backroll)	$0.50	/Square Foot	
26	Exterior Trim	$1.20	/Linear Foot	
27	Intermediate Coat	$0.50	/Square Foot	
28	Architectural Coating	$0.60	/Square Foot	
29	Architectural Coating (Spray)	$0.60	/Square Foot	
30	Architectural Coating (Spray/Backroll)	$0.64	/Square Foot	
31	Elastomeric/Waterproof Coatings	$0.60	/Square Foot	
32	Elastomeric/Waterproof Coatings (Spray/Backroll)	$0.65	/Square Foot	
33	Patching Wood Doors	$50.00	per door side	
33 a	Patching Wood Frames	$55.00	per door frame	
34	Architectural Coatings (Wood Door)	$60.00	per door face	
35	Urethane Anti-Graffiti Coatings (Wood Door)	$75.00	per door face	
36	Patching Metal Doors	$65.00	per door side	
36a	Patching Metal Frames	$65.00	per door frame	
37	Architectural Coatings (Metal Door)	$50.00	per door face	
38	Urethane Anti-Graffiti Coatings (Metal Door)	$50.00	per door face	
39	Architectural Coatings (Metal Frames)	$55.00	per door frame	
40	Urethane Anti-Graffiti Coatings (Metal Frames)	$55.00	per door frame	
Section 2- Total Unit Rate Price (Add Unit Prices for Line Items 11-40):		$595.29		
SECTION 3: Hourly Rate				
Hourly Rate for Carpenter and Mason work (if needed for repairs with coating projects)		$55.00		
SECTION 4: Paint				
40	Percentage Mark Up Over Cost for Paint shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	3 %		
SECTION 5: Rented Equipment				
41	Percentage Mark Up Over Cost for rented equipment shall be at Contractor's actual cost plus percentage markup. Supporting documentation verifying cost will be required.	3 %		
TOTAL UNIT RATE PRICE SUBMITTAL (Add Total Unit Rate Prices for Section 1 and Section 2)		**$618.95**		