



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT #2

April 29, 2013

Mr. Alan Bayman, President
Shade Systems, Inc
4150 SW 19th Street
Ocala, FL 34474

RE: Bid No: 11-60; Park & Playground Equipment

Contract Amendment #2 is hereby issued to amend the above referenced Contract Agreement as follows:

- 1. Contract Renewal Option #2 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from August 8, 2013 for a period of one (1) year and shall expire midnight Eastern Standard Time (EST) August 7, 2014.

All park and playground equipment shall be supplied at the approved discount structures submitted by Shade Systems, Inc under Bid No: 11-60. No changes to the discount structures shall be granted by this Amendment.

All work performed shall be in accordance with all terms, conditions and specifications of Bid No:11-60 and all terms and conditions of the original Contract Agreement dated August 8, 2011 shall remain in full force and effect.

Please sign below to indicate your acceptance of the amendments to the contract as shown above. This Contract Amendment shall become a part of the contract upon execution of all parties.

Doug Timms Signature of County Representative - Doug Timms, SJC Interim Purchasing Director Accepted 5-2-13 Date

[Signature] Signature of Contractor Representative Accepted 04/29/13 Date

ALAN BAYMAN, PRESIDENT Printed Name & Title

End of Amendment #2





St. Johns County Board of County Commissioners

Purchasing Division

April 10, 2012

Mr. Alan Bayman, President
Shade Systems, Inc
4150 SW 19th Street
Ocala, FL 34474

RE: Bid No: 11-60; Park & Playground Equipment – Contract Amendment #1

Contract Amendment #1 is hereby issued to amend the above referenced Contract Agreement as follows:

- 1. Contract Renewal Option #1 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from August 8, 2012 for a period of one (1) year and shall expire midnight Eastern Standard Time (EST) August 7, 2013.

All work shall be performed at approved Unit Prices submitted by Shade Systems, Inc under Bid No: 11-60. No increases to Unit Prices shall be granted by this Amendment. Pricing shall remain firm throughout the duration of the contract agreement.

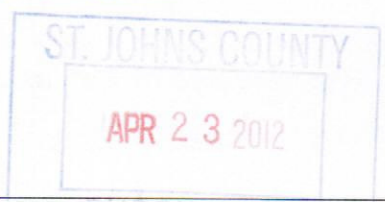
All work performed shall be in accordance with all terms, conditions and specifications of Bid No:11-60 and all terms and conditions of the original Contract Agreement dated August 8, 2011 shall remain in full force and effect.

Please sign below to indicate your acceptance of the amendments to the contract as shown above. This Contract Amendment shall become a part of the contract upon execution of all parties.

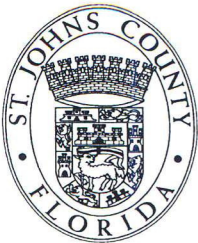
Signature of County Representative – Joe Burch, SJC Purchasing Director Accepted 4-24-12 Date

Signature of Contractor Representative Accepted 4-19-12 Date

MARGO ROSS Customer Service Manager
Printed Name & Title



End of Amendment #1



MASTER CONTINUING CONTRACT AGREEMENT
Bid No: 11-60; Park & Playground Equipment for
SJC Parks & Recreation Department
Master Contract # 11-MCC-SHA-02059

Approval (Initial & Date):

Drafted By: *[Signature]*
Approved By: *[Signature]*

This Contract is made as of this 8 day of August, 2011, by and between **St. Johns County, FL**, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Shade Systems, Inc** to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 4150 SW 19th Street, Ocala, FL 34474 and whose Phone: (800) 609-6066 and Fax: (352) 237-2256.

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

ARTICLE 1 - SERVICES

- A. The CONTRACTOR's responsibility under this Contract is to provide all labor, materials, and equipment necessary to provide park and playground equipment and perform installation Services as needed in accordance with Bid # 11-60 Contract Documents.
- B. The Contract Documents shall collectively include this Contract and any amendments hereto; the Bid Documents; Bid Forms; Addenda; Specifications; and any and all Change Orders along with any Amendments thereto executed by the parties.
- C. Services provided by the CONTRACTOR, shall be under the general direction of the COUNTY's Assistant Director of Parks & Recreation Department, or duly authorized designee, who shall act as the COUNTY'S representative for the duration of this Contract.

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered, after the materials and Services have been provided. Amounts paid to the CONTRACTOR shall be based on the approved Unit Prices submitted on the Official County Bid Form.
- B. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the initiating County department, indicating that Services have been rendered in the conformity with the Contract and shall be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR shall clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This indicates that all Services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. Failure on the part of the CONTRACTOR to comply with any portion of the duties and obligations under this Contract Agreement shall be cause for termination. The Contract may be terminated by the COUNTY for cause upon giving thirty (30) days written notice stating the cause(s) of non-compliance and that the Contract Agreement shall be terminated if corrections are not made to comply with the Contract. The CONTRACTOR shall have three (3) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. The Contract may be terminated by the COUNTY without cause upon thirty (30) days written notice to the CONTRACTOR.

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
- The COUNTY shall be named as additional insured on both the General Liability and Auto Liability policies.
 - The COUNTY shall be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - The COUNTY Bid No. and Project Name shall be stated on the certificate.
- C. Insurance Requirements
- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
 - 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent CONTRACTORS
 - 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance shall be provided that shall provide for the following:
 - a. **The COUNTY shall be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.**
 - b. **Shall note Bid No: 11-60; Park & Playground Equipment for SJC Parks & Recreation**
 - c. The COUNTY shall be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for an initial one (1) year period from the date of acceptance by the COUNTY, and may be renewed for up to a maximum of three (3) one (1) year renewal periods upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 23 – DURATION AND EXTENSION

This Contract shall be effect for an initial one (1) year period from the day of acceptance by the County, may be renewed for up to a maximum of three (3) one (1) year renewal periods upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 – ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include Bid Documents/Specifications, Addendum # 1 & 2, and the CONTRACTOR's Bid Proposal, except for modifications issued after execution of this Agreement, which shall be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract shall be in St. Johns County, Florida.

ARTICLE 30 - ARBITRATION

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

ARTICLE 31 - NOTICES

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

St. Johns County Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Shade Systems, Inc
Attn: Mr. Alan Bayman, President
4150 SW19th Street
Ocala, FL 34474

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

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

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

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

ST. JOHNS COUNTY, FL:

Joe Burch
Joe Burch, Purchasing Director
8-8-11
Date of Execution

**ATTEST:
CHERYL STRICKLAND, CLERK**

Cheryl Strickland
Deputy Clerk
8/8/11
Date of Execution

LEGALLY SUFFICIENT:

[Signature]
Assistant County Attorney
6/28/11
Date of Execution

CONTRACTOR:

Shade Systems, Inc
Company Name

MARGO ROSS
Name (Type or Print)

[Signature]
Signature

CUSTOMER SERVICE MANAGER
Title

7-27-11
Date of Execution

WITNESS:

[Signature]
Signature

Tammy Falbot
Name (Type or Print)

7/27/11
Date of Execution

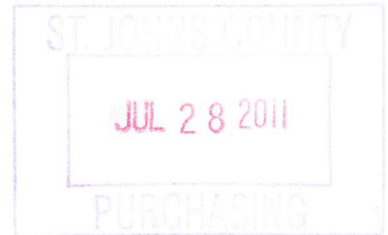


EXHIBIT "A"

BID NO: 11-60; Park & Playground Equipment for SJC Parks & Recreation

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Discounted Catalog Pricing as submitted on the "Official Total Bid Form" in the Bid Documents. All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

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

EXHIBIT "A-1"

BID NO: 11-60; Park & Playground Equipment for SJC Parks & Recreation

PRICING

The CONTRACTOR shall be paid by the County for Services satisfactorily performed according to the approved Discounted Catalog Pricing submitted on the Official County Bid Form for each vendor/manufacturer represented by the CONTRACTOR. The vendors/manufacturers represented by the CONTRACTOR are listed below along with the approved discount, days for delivery, and installation pricing submitted for each vendor.

Catalog

Fixed % Discount: 25%

Days for Delivery ARO: 45

Shipping Charges per 100lbs: No Charge

Installation Prices:

- A. Fixed % of Cost of Equipment Ordered: 120%**
- B. Fixed % of Weight of Equipment Shipped: N/A**
- C. Propose price at time of order: Yes**

EXHIBIT "B"

Bid No: 11-60; Park & Playground Equipment for SJC Parks & Recreation

CONTRACT SCHEDULE

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

Initial Contract – Shall be for a term of one (1) year from the date of acceptance by the County, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for three (3), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the County for Services.



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR STANDARD SHADE SYSTEMS

Price List No. 010111E

(eff. 01/01/11E)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')
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SQUARES:

S1010	10 x 10	\$ 3,995	\$ 4,261	n/a	n/a	691	n/a	n/a
S1212	12 x 12	\$ 4,128	\$ 4,395	n/a	n/a	704	n/a	n/a
S1515	15 x 15	\$ 4,261	\$ 4,528	n/a	n/a	782	n/a	n/a
S2020	20 x 20	\$ 5,061	\$ 5,328	5,861	n/a	841	1,739	n/a
S2525	25 x 25	\$ 7,595	\$ 7,995	8,395	8,928	1,992	2,232	2,472
S3030	30 x 30	\$ 10,661	\$ 11,328	11,995	12,661	2,292	2,532	2,772
S3535	35 x 35	\$ 14,661	\$ 15,328	16,261	16,928	2,554	3,328	3,568
S4040	40 x 40	\$ 18,661	\$ 19,461	20,261	21,328	2,993	3,353	3,713
S4545	45 x 45	\$ 25,328	\$ 26,128	26,928	27,728	3,914	4,154	4,394
S5050	50 x 50	\$ 30,661	\$ 31,995	33,328	36,795	4,274	4,553	5,868
S6060	60 x 60	\$ 38,661	\$ 39,995	41,328	43,328	6,569	6,962	7,356

RECTANGLES:

R1015	10 x 15	\$ 4,128	\$ 4,528	n/a	n/a	755	n/a	n/a
R1020	10 x 20	4,395	4,661	n/a	n/a	782	n/a	n/a
R1520	15 x 20	4,795	5,061	5,328	n/a	810	1,708	n/a
R0830	8 x 30	5,328	5,595	n/a	n/a	746	n/a	n/a
R1530	15 x 30	6,661	6,928	7,328	n/a	1,582	1,774	n/a
R1225	12 x 25	5,461	5,728	6,261	n/a	827	918	n/a
R1425	14 x 25	5,861	6,128	6,661	n/a	838	929	n/a
R1825	18 x 25	6,661	6,928	7,461	n/a	1,566	1,758	n/a
R2025	20 x 25	6,928	7,195	7,728	n/a	1,577	1,769	n/a
R2030	20 x 30	7,995	8,395	8,795	9,328	1,610	1,802	1,994
R2035	20 x 35	9,328	9,595	10,128	10,661	1,644	1,836	2,028
R2040	20 x 40	11,995	12,661	13,461	14,395	1,682	1,874	2,066
R2540	25 x 40	13,328	13,995	14,795	15,995	2,134	2,326	3,295
R3035	30 x 35	13,728	14,528	15,328	16,661	2,124	2,316	3,286
R3040	30 x 40	14,661	15,461	16,795	17,595	2,200	3,083	3,361
R3045	30 x 45	15,461	16,795	17,728	18,661	2,274	3,157	3,436
R3050	30 x 50	15,995	16,928	17,861	18,795	2,953	3,232	3,510
R3550	35 x 50	17,328	18,261	19,328	20,261	3,024	3,302	3,581
R4050	40 x 50	20,661	21,595	22,528	23,461	4,018	4,296	4,574
R4055	40 x 55	23,328	24,528	25,728	26,928	4,154	4,433	4,711
R4060	40 x 60	27,995	29,328	30,661	35,995	4,292	4,571	5,886
R5060	50 x 60	34,128	35,728	37,328	38,928	4,532	5,732	6,126

SHADE KITES:

		7'/14' posts	8'/16' posts	9'/17' posts	10'/18' posts			
SK1515	15 x 15	\$ 6,661	\$ 7,061	n/a	n/a	962	n/a	n/a
SK1818	18 x 18	7,728	8,528	9,195	n/a	1,243	1,710	n/a
SK2020	20 x 20	8,395	8,928	9,595	10,395	1,443	1,736	1,928
SK2525	25 x 25	10,661	11,195	11,728	12,261	2,084	2,324	2,564
SK3030	30 x 30	12,795	13,595	14,395	15,195	2,392	2,632	2,872

HEXAGONS:

H16	16 dia.	\$ 7,995	\$ 8,528	\$ 9,061	n/a	1,109	1,187	n/a
H20	20 dia.	9,328	9,861	10,395	n/a	1,152	1,289	n/a
H25	25 dia.	10,661	11,195	11,728	n/a	1,211	1,348	2,845
H27	27 dia.	11,461	11,995	12,528	n/a	1,235	1,372	2,869
H30	30 dia.	11,995	13,328	14,128	n/a	1,272	2,618	2,906
H35	35 dia.	17,328	18,661	19,995	n/a	2,395	2,683	2,971
H40	40 dia.	29,328	30,661	31,995	n/a	3,572	3,692	4,084
H45	45 dia.	31,995	33,328	34,661	n/a	4,684	5,020	5,260
H50	50 dia.	35,995	37,328	38,661	39,995	5,683	5,923	6,163

OCTAGONS:

O25	25 dia.	\$ 10,661	\$ 11,461	\$ 12,261	\$ 13,061	1,598	1,781	1,963
O27	27 dia.	12,795	14,128	15,195	16,261	1,628	3,424	3,808
O30	30 dia.	14,661	15,995	17,328	18,661	3,085	3,469	3,853
O33	33 dia.	17,328	18,661	19,995	21,328	3,132	3,516	3,900
O35	35 dia.	21,328	22,661	23,995	25,328	3,164	3,548	3,708
O40	40 dia.	33,328	34,661	35,995	37,328	4,286	4,446	4,606
O45	45 dia.	35,995	37,328	38,661	39,995	5,620	5,940	6,260
O50	50 dia.	39,995	41,328	42,661	45,328	6,820	7,140	7,460



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PRICES FOR STANDARD SHADE SYSTEMS

Price List No. 010111E

(eff. 01/01/11E)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')
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T-CANTILEVERS:

TC0818	8 x 18	\$ 6,128	\$ 6,395	\$ 6,661	n/a	723	1,048	n/a
TC1218	12 x 18	6,661	6,928	7,328	n/a	1,048	1,128	n/a
TC1225	12 x 25	7,328	7,728	8,128	n/a	1,092	1,172	n/a
TC1230	12 x 30	7,728	8,128	8,528	n/a	1,120	1,200	n/a
TC1430	14 x 30	8,128	8,528	8,928	n/a	1,170	1,250	n/a

SINGLE CANTILEVERS:

SC1920	19 x 20	\$ 8,395	\$ 8,661	\$ 9,461	n/a	1,907	2,099	n/a
SC1925	19 x 25	9,328	9,861	10,528	n/a	1,934	2,126	n/a
SC1930	19 x 30	10,128	10,661	11,328	n/a	1,972	2,164	n/a

DOUBLE CANTILEVERS:

DC3820	38 x 20	\$ 14,661	\$ 15,461	\$ 16,261	n/a	2,634	2,826	n/a
DC3825	38 x 25	15,995	15,463	16,263	n/a	2,677	2,869	n/a
DC3830	38 x 30	17,328	15,464	16,264	n/a	2,732	2,924	n/a

DOUBLE POST HIP CANTILEVER:

HC1422	14 x 22	\$ 3,995	\$ 4,128	n/a	n/a	686	n/a	n/a
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SHADE WALK:

SW0815	8 x 15	\$ 4,261	\$ 4,528	n/a	n/a	850	n/a	n/a
SW0820	8 x 20	5,461	5,728	n/a	n/a	1,035	n/a	n/a
SW0830	8 x 30	6,128	6,395	n/a	n/a	1,140	n/a	n/a
SW1015	10 x 15	4,795	5,061	n/a	n/a	858	n/a	n/a
SW1020	10 x 20	5,995	6,261	n/a	n/a	1,195	n/a	n/a
SW1030	10 x 30	6,661	6,928	n/a	n/a	1,290	n/a	n/a

SINGLE POST PYRAMIDS:

SP0808	8 x 8	\$ 3,328	\$ 3,461	n/a	n/a	404	n/a	n/a
SP1010	10 x 10	3,461	3,595	n/a	n/a	424	n/a	n/a
SP1212	12 x 12	3,595	3,728	n/a	n/a	446	n/a	n/a
SP1414	14 x 14	3,728	3,861	n/a	n/a	468	n/a	n/a
SP1515	15 x 15	3,861	3,995	n/a	n/a	478	n/a	n/a

OFFSET SINGLE POST PYRAMIDS:

OSP0808	8 x 8	\$ 3,995	\$ 4,128	n/a	n/a	424	n/a	n/a
OSP1010	10 x 10	4,128	4,261	n/a	n/a	444	n/a	n/a
OSP1212	12 x 12	4,261	4,395	n/a	n/a	466	n/a	n/a
OSP1515	15 x 15	4,528	4,661	n/a	n/a	498	n/a	n/a

SINGLE POST UMBRELLAS:

U16	16 dia.	\$ 3,595	\$ 3,728	n/a	n/a	720	n/a	n/a
U18	18 dia.	3,861	3,995	n/a	n/a	840	n/a	n/a
U20	20 dia.	4,128	4,261	n/a	n/a	960	n/a	n/a

OFFSET SINGLE POST UMBRELLAS:

OU16	16 dia.	\$ 3,995	\$ 4,128	n/a	n/a	815	n/a	n/a
OU18	18 dia.	4,261	4,395	n/a	n/a	950	n/a	n/a
OU20	20 dia.	4,395	4,661	n/a	n/a	1,185	n/a	n/a

CAFÉ UMBRELLAS:

		Price	Weight
CS1010S	Café Umbrella, Single, Shade Fabric	\$ 6,661	932
CS1010W	Café Umbrella, Single, Waterproof Fabric	6,661	932
CD1020S	Café Umbrella, Double, Shade Fabric	12,261	1,540
CD1020W	Café Umbrella, Double, Waterproof Fabric	12,261	1,540
CHS14S	Café Umbrella, 14' dia. Hexagon, Single, Shade Fabric	7,328	1,022
CHS14W	Café Umbrella, 14' dia. Hexagon, Single, Waterproof Fabric	7,328	1,022
CHD14S	Café Umbrella, 14' dia. Hexagon, Double, Shade Fabric	13,195	1,640
CHD14W	Café Umbrella, 14' dia. Hexagon, Double, Waterproof Fabric	13,195	1,640

NOTES:

Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes. Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves). All prices include powder-coated finish on metal components in standard Shade Systems colors as shown in our catalog. Add \$300.00 per special color. Please add \$480.00 for two-tone fabric patterns.