

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Oglesby Construction, Inc.		2. Amount: NTE \$1.4M/Year	
3. Fund/Account #: Public Works		4. Department Name: Public Works	
5. Contract Description: Renewal 2 + Novation Contract for Road Striping (Thermo)			
6. Contract Monitor: Robby Hendricks / Jeanette Scott		8. Contract Type: TERM CONTRACT	
7. Dept/Office Director: Marc Bernath			
9. Type of Procurement: Invitation to Bid (ITB)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=Thomas.Wood@brevard.gov Date: 2024.09.13 13:28:59 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2024.09.18 13:19:32 -04'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2024.09.30 13:28:59 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

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SECTION I - GENERAL INFORMATION

1. Contractor: Oglesby Construction, Inc.	2. Amount: NTE \$1.4M/Year
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5. Contract Description: Renewal 2 + Novation Contract for Road Striping (Thermo)	
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7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Invitation to Bid (ITB)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

Digitally signed by Watson, Michael
Date: 2024.09.19 15:23:00 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

Second Renewal and First Novation to Road Striping Contract (Thermoplastic and Reflective Pavement Marking)

This Second Renewal and First Novation (hereinafter referred to as the "Agreement") is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and McShea Contracting, LLC, a Florida limited liability company licensed to do business in the State of Florida, f/k/a Oglesby Construction, Inc. (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into an agreement with Oglesby Construction, Inc., executed December 22, 2020, under Contract Number 5066 for the road striping services, specifically thermoplastic and reflective pavement marking (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is three years after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to two additional years beyond the initial term of the Contract by providing prior written notice to the Contractor; and

Whereas, on November 9, 2021, the parties agreed to a temporary adjusted compensation schedule due to circumstances beyond the control of Oglesby Construction, Inc., including economic conditions, COVID-19, and availability of materials and labor; and

Whereas, on October 30, 2023, the parties entered into the First Renewal and agreed to extend the adjusted compensation schedule, which is attached hereto as Attachment A and incorporated herein by this reference, through December 21, 2024; and

Whereas, the parties hereto agree to renew the Original Contract for one additional year, through December 21, 2025, and find that the adjusted compensation schedule shall apply throughout this second renewal period; and

Whereas, effective June 28, 2024, Oglesby Construction, Inc., sold and assigned assets comprising its contracting business to McShea Contracting, LLC, including the Original Contract; and

Whereas, McShea Contracting, LLC, shall now be responsible for the duties and responsibilities outlined under the Original Contract, and any amendments, renewal, and other modifications made thereto; and

Whereas, this is the second, and final, renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year continuing through December 21, 2025.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.
2. Novation: This Novation is hereby entered into to acknowledge the assignment of the Original Contract, including any amendments, renewals, and other modifications thereto, from Oglesby Construction, Inc., to McShea Contracting, LLC.
3. Attachment A: Schedule of Unit Prices is hereby amended to reflect the adjusted compensation schedule effective May 10, 2022, continuing through December 21, 2025, attached herein as Attachment A: Revised Schedule of Unit Prices.
4. Notice is hereby given to the Contractor by the County that the Original Contract, including the first renewal, is hereby renewed pursuant to the notification provision set forth therein for an additional one (1) year, continuing through December 21, 2025.
5. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives in counterparts that shall be deemed an original and, when taken together, shall constitute one and the same Agreement.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

By: _____
Jason Steele, Chair

Date: _____

As approved by the Board on August 4, 2020

Reviewed for legal form and content
solely for Brevard County:

Deputy County Attorney

McShea Contracting, LLC.

By: _____
Dan McWilliams, MGRM

STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of September, 2020 by Dan McWilliams, Manager Member of McShea Contracting LLC., a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]



PATRICIA MOORE
Commission # HH 496436
Expires June 23, 2028

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: 6/23/28

Attachment A: Revised Schedule of Unit Prices

DESCRIPTION	UNIT	UNIT PRICE
Retro-reflective pavement marker, Class B	EA	\$ 3.40
Retro-reflective pavement marker removal with replacement	EA	\$ 5.00
Retro-reflective pavement marker removal only	EA	\$ 1.00
Thermoplastic (new) (white) (solid) (4")	LF	\$ 0.01
Thermoplastic (new) (white) (solid) (6")	LF	\$ 0.96
Thermoplastic (new) (white) (solid) (8")	LF	\$ 1.60
Thermoplastic (new) (white) (solid) (12")	LF	\$ 3.15
Thermoplastic (new) (white) (solid) (18")	LF	\$ 3.00
Thermoplastic (new) (white) (solid) (24")	LF	\$ 6.20
Thermoplastic (new) (white) (skip) (4")	LF	\$ 0.01
Thermoplastic (new) (white) (skip) (6")	LF	\$ 0.66
Thermoplastic (new) (white) (skip) (8")	LF	\$ 0.12
Thermoplastic (new) (white) (dot guide) (4")	LF	\$ 0.12
Thermoplastic (new) (white) (dot guide) (6")	LF	\$ 1.20
Thermoplastic (new) (white) (message)	EA	\$ 135.00
Thermoplastic (new) (white) (single arrows)	EA	\$ 75.00
Thermoplastic (new) (white) (combo arrow)	EA	\$ 65.00
Thermoplastic (new) (white) (yield lines)	EA	\$ 6.00
Thermoplastic (new) (white) (speed hump marking) (hump only)	EA	\$ 55.00
Thermoplastic (new) (yellow) (solid) (4")	LF	\$ 0.01
Thermoplastic (new) (yellow) (solid) (6")	LF	\$ 0.96
Thermoplastic (new) (yellow) (solid) (8")	LF	\$ 1.60
Thermoplastic (new) (yellow) (solid) (12")	LF	\$ 0.01
Thermoplastic (new) (yellow) (solid) (18")	LF	\$ 3.50
Thermoplastic (new) (yellow) (solid) (24")	LF	\$ 0.01
Thermoplastic (new) (yellow) (skip) (4")	LF	\$ 0.01
Thermoplastic (new) (yellow) (skip) (6")	LF	\$ 0.66
Thermoplastic (new) (yellow) (skip) (8")	LF	\$ 0.01
Thermoplastic (new) (yellow) (dot guide) (4")	LF	\$ 0.01
Thermoplastic (new) (yellow) (dot guide) (6")	LF	\$ 1.15
Thermoplastic (new) (blue) Handicap Stall with walkway	EA	\$ 250.00
Thermoplastic (new) (blue) Handicap Stall no walkway	EA	\$ 200.00
Thermoplastic (refurbish) (white) (solid) (4")	LF	\$ 0.01

DESCRIPTION	UNIT	UNIT PRICE
Thermoplastic (refurbish) (white) (solid) (6")	LF	\$ 0.72
Thermoplastic (refurbish) (white) (solid) (8")	LF	\$ 1.48
Thermoplastic (refurbish) (white) (solid) (12")	LF	\$ 2.80
Thermoplastic (refurbish) (white) (solid) (18")	LF	\$ 3.00
Thermoplastic (refurbish) (white) (solid) (24")	LF	\$ 5.15
Thermoplastic (refurbish) (white) (skip) (4")	LF	\$ 0.01
Thermoplastic (refurbish) (white) (skip) (6")	LF	\$ 0.54
Thermoplastic (refurbish) (white) (skip) (8")	LF	\$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	\$ 0.01
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	\$ 1.15
Thermoplastic (refurbish) (white) (message)	EA	\$ 120.00
Thermoplastic (refurbish) (white) (single arrows)	EA	\$ 71.00
Thermoplastic (refurbish) (white) (combo arrow)	EA	\$ 71.00
Thermoplastic (refurbish)(white)(speed hump marking)(hump only)	EA	\$ 55.00
Thermoplastic (refurbish) (white) (yield lines)	EA	\$ 18.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	\$ 0.65
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	\$ 1.45
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	\$ 3.30
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	\$ 0.54
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	\$ 0.01
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	\$ 0.95
Thermoplastic (refurbish) (blue) Handicap Stall with walkway	EA	\$ 250.00
Thermoplastic (refurbish) (blue) Handicap Stall no walkway	EA	\$ 200.00
Pavement Marking Removal by Grinding	SF	\$ 2.00
Pavement Marking Removal by Waterblasting	SF	\$ 5.00
Power Sweeper	GM	\$ 500.00

Second Renewal to Road Striping Contract (Thermoplastic and Reflective Pavement Marking)

This Second Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Florida Striping, Inc., a Florida Profit Corporation licensed to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into an agreement with Contractor executed November 5, 2020, under Contract Number 5003 for the road striping services, specifically thermoplastic and reflective pavement marking (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is three years after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to two additional years beyond the initial term of the Contract by providing prior written notice to the Contractor; and

Whereas, Compensation for Work shall be in accordance with Attachment A: Schedule of Unit Prices of the Original Contract, and the compensation schedule may be adjusted after the third year of the Original Contract upon mutual consent of the parties. Compensation adjustment shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party; and

Whereas, the Contractor requested an increase in unit pricing prior to the third year of the Original Contract due to economic conditions, COVID-19, and availability of materials and labor; and

Whereas, Amendment 1 to the Original Contract was executed by the parties on November 9, 2021, and amended Section 4 of the Original Agreement granting a temporary adjusted compensation schedule for six (6) months; and

Whereas, the Contractor requested the temporary adjusted compensation schedule be extended for the duration of the initial term to the end of the first renewal period of the Original Contract based on the continued economic conditions; and

Whereas, the parties entered into the first renewal extending the Original Contract through November 4, 2024; and

Whereas, the Contractor requested the temporary adjusted compensation be extended through the second renewal period due to continued economic conditions; and

Whereas, this is the second, and final, renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year continuing through November 4, 2025; and

Whereas, the parties hereto desire to enter into this Agreement in order to incorporate into the Original Contract the prior adjusted compensation schedule that shall be effective continuing through to the end of the first renewal period of the Original Contract, which is November 4, 2025.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.
2. Attachment A: Schedule of Unit Prices shall remain in effect continuing through November 4, 2025, attached hereto as Attachment A: Revised Schedule of Unit Prices.
3. Notice is hereby given to the Contractor by the County that the Original Contract, including the first renewal and other amendments or modifications made thereto, is hereby renewed pursuant to the notification provision set forth therein for an additional one (1) year, continuing through November 4, 2025.
4. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives in counterparts that shall be deemed an original and, when taken together, shall constitute one and the same Agreement.

ATTEST:


Rachel Sadoff, Clerk of the Court

BREVARD COUNTY, FLORIDA

By: 
Jason Steele, Chair


Date: OCT 22 2024

As approved by the Board on August 4, 2020

Reviewed for legal form and content
solely for Brevard County:


Deputy County Attorney

FLORIDA STRIPING, INC.

By: 
Todd Harrison, President

STATE OF South Carolina

COUNTY OF Beaufort

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of OCT, 2024 by Todd Harrison, President of Florida Striping, Inc. a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver Lic. as identification.

[Notary Seal]



Notary Public Signature



Name typed, printed or stamped

My Commission Expires: 12/19/27

Attachment A: Revised Schedule of Unit Prices

DESCRIPTION	UNIT	UNIT PRICE
Retro-reflective pavement marker, Class B	EA	\$3.60
Retro-reflective pavement marker removal with replacement	EA	\$6.00
Retro-reflective pavement marker removal only	EA	\$0.01
Thermoplastic (new) (white) (solid) (4")	LF	\$0.01
Thermoplastic (new) (white) (solid) (6")	LF	\$0.92
Thermoplastic (new) (white) (solid) (8")	LF	\$0.36
Thermoplastic (new) (white) (solid) (12")	LF	\$3.00
Thermoplastic (new) (white) (solid) (18")	LF	\$4.20
Thermoplastic (new) (white) (solid) (24")	LF	\$6.00
Thermoplastic (new) (white) (skip) (4")	LF	\$0.01
Thermoplastic (new) (white) (skip) (6")	LF	\$0.48
Thermoplastic (new) (white) (skip) (8")	LF	\$0.36
Thermoplastic (new) (white) (dot guide) (4")	LF	\$0.01
Thermoplastic (new) (white) (dot guide) (6")	LF	\$0.01
Thermoplastic (new) (white) (message)	EA	\$120.00
Thermoplastic (new) (white) (single arrows)	EA	\$72.00
Thermoplastic (new) (white) (combo arrow)	EA	\$120.00
Thermoplastic (new) (white) (yield lines)	EA	\$60.00
Thermoplastic (new) (white) (speed hump marking) (hump only)	EA	\$120.00
Thermoplastic (new) (yellow) (solid) (4")	LF	\$0.01
Thermoplastic (new) (yellow) (solid) (6")	LF	\$0.86
Thermoplastic (new) (yellow) (solid) (8")	LF	\$0.36
Thermoplastic (new) (yellow) (solid) (12")	LF	\$0.01
Thermoplastic (new) (yellow) (solid) (18")	LF	\$4.20
Thermoplastic (new) (yellow) (solid) (24")	LF	\$0.01
Thermoplastic (new) (yellow) (skip) (4")	LF	\$0.01
Thermoplastic (new) (yellow) (skip) (6")	LF	\$0.48
Thermoplastic (new) (yellow) (skip) (8")	LF	\$0.36
Thermoplastic (new) (yellow) (dot guide) (4")	LF	\$0.01
Thermoplastic (new) (yellow) (dot guide) (6")	LF	\$0.01
Thermoplastic (new) (blue) Handicap Stall with walkway	EA	\$500.00
Thermoplastic (new) (blue) Handicap Stall no walkway	EA	\$500.00
Thermoplastic (refurbish) (white) (solid) (4")	LF	\$0.01

DESCRIPTION	UNIT	UNIT PRICE
Thermoplastic (refurbish) (white) (solid) (6")	LF	\$0.68
Thermoplastic (refurbish) (white) (solid) (8")	LF	\$0.36
Thermoplastic (refurbish) (white) (solid) (12")	LF	\$3.00
Thermoplastic (refurbish) (white) (solid) (18")	LF	\$4.20
Thermoplastic (refurbish) (white) (solid) (24")	LF	\$6.00
Thermoplastic (refurbish) (white) (skip) (4")	LF	\$0.01
Thermoplastic (refurbish) (white) (skip) (6")	LF	\$0.36
Thermoplastic (refurbish) (white) (skip) (8")	LF	\$0.36
Thermoplastic (refurbish) (white) (dot guide) (4")	LF	\$0.01
Thermoplastic (refurbish) (white) (dot guide) (6")	LF	\$0.01
Thermoplastic (refurbish) (white) (message)	EA	\$120.00
Thermoplastic (refurbish) (white) (single arrows)	EA	\$72.00
Thermoplastic (refurbish) (white) (combo arrow)	EA	\$120.00
Thermoplastic (refurbish)(white)(speed hump marking)(hump only)	EA	\$1.20
Thermoplastic (refurbish) (white) (yield lines)	EA	\$60.00
Thermoplastic (refurbish) (yellow) (solid) (4")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (solid) (6")	LF	\$0.68
Thermoplastic (refurbish) (yellow) (solid) (8")	LF	\$0.36
Thermoplastic (refurbish) (yellow) (solid) (12")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (solid) (18")	LF	\$4.20
Thermoplastic (refurbish) (yellow) (solid) (24")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (skip) (4")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (skip) (6")	LF	\$0.36
Thermoplastic (refurbish) (yellow) (skip) (8")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (dot guide) (4")	LF	\$0.01
Thermoplastic (refurbish) (yellow) (dot guide) (6")	LF	\$0.01
Thermoplastic (refurbish) (blue) Handicap Stall with walkway	EA	\$500.00
Thermoplastic (refurbish) (blue) Handicap Stall no walkway	EA	\$500.00
Pavement Marking Removal by Grinding	SF	\$3.00
Pavement Marking Removal by Waterblasting	SF	\$5.00
Power Sweeper	GM	\$1,320.00