

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-02 TRASH MAINTENANCE SERVICES FOR ST. JOHNS COUNTY BEACHES.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Beachcomber South, Inc. to perform trash maintenance services for the SJC Beach Services Department; and

**WHEREAS**, the scope of the project shall consist of performing trash maintenance services along St. Johns County maintained beaches on an annual basis; and

**WHEREAS**, through the County's formal bid process, Beachcomber South, Inc was the only respondent, and was determined to be a responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the contract is being funded by the TDC Beach Maintenance and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,** as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-02 to Beachcomber South, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute a Contract with Beachcomber South, Inc on behalf of the County for trash maintenance services as specifically provided in the Bid Documents for Bid No 13-02.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

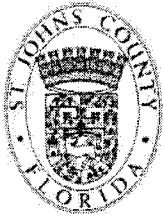
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5 day of February, 2013.

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

By: [Signature]  
BOCC Chair

**ATTEST:** Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk





**CONTRACT AGREEMENT**  
**Bid No: 13-02; Trash Maintenance Services on SJC Beaches**  
**Master Contract #: 12-MCC-BEA-04084**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Beachcomber South, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is P.O. Box 860176, St. Augustine, FL 32086 and whose Phone: (904) 669-1268 and Email: Pscko@yahoo.com.

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

**ARTICLE 1 – DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of three (3) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply perform emergency liquid Biosolids hauling for the St. Johns County Utility Department (SJCUD) in accordance with Bid No: 13-02 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Billy Zeits, Manager, SJC Beach Services Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The CONTRACTOR shall perform the required Services as needed by the SJC Beach Services Department. A schedule for the services to be performed shall be coordinated with the SJC Beach Services Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The COUNTY shall compensate the CONTRACTOR based upon the annual price of **one hundred eighty six thousand six hundred dollars (\$186,600.00)** for the trash maintenance services as submitted in the Bid Proposal. This annual price includes the monthly price of seventeen thousand eight hundred fifty dollars (\$17,850.00) during beach season, and ten thousand nine hundred fifty dollars (\$10,950.00) per month during off beach season. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Beach Services Department for Services satisfactorily performed in accordance with the Contract Documents.

- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Beach Services Department  
ATTN: Jayne Delany  
3175 Mizell Road  
St. Augustine, FL 32080
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

## ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have fourteen (14) consecutive business days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least seven (7) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

## ARTICLE 7 – PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that 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 federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective. The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 8 – SUBCONTRACTING**

The COUNTY reserves the right to approve the use of any 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 the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 9 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

#### **ARTICLE 10 – AVAILABILITY OF FUNDS**

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

#### **ARTICLE 11 - INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

1. **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
4. **Umbrella or Excess Liability:** The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

#### ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

#### 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement 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 now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

## **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

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

## **ARTICLE 15 - NO THIRD PARTY BENEFICIARIES**

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

## **ARTICLE 16 - 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 Agreement 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 17 - 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 Agreement.

## **ARTICLE 18 - 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 Agreement.

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 Agreement, 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 Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, 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 Agreement 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 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 Agreement 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 Agreement.

#### **ARTICLE 21 - 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 Agreement. 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 22 - 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 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms,

conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

#### **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 27 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement 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 Agreement. 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 - FLORIDA LAW & VENUE**

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

#### **ARTICLE 29 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner 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 Agreement 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:

Beachcomber South, Inc  
**Attn: Mr. Patrick Skoczylas, President**  
P.O. Box 860176  
St. Augustine, FL 32086

## **ARTICLE 32 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, 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 Agreement 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 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 Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
Joe Burch, Purchasing Director

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**CONTRACTOR:**

Beachcomber South, Inc  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT "A"

### BID NO: 13-02; TRASH MAINTENANCE SERVICES FOR SJC BEACHES

#### BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Total Annual Price as submitted on the "Official Total Bid Form" in the Bid Documents. The total annual price 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 Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

## EXHIBIT "B"

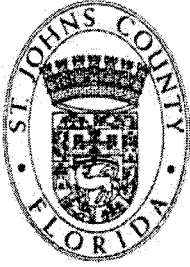
### BID NO: 13-02; TRASH MAINTENANCE SERVICES FOR SJC BEACHES

#### CONTRACT SCHEDULE

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

**Initial Contract** – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, 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.



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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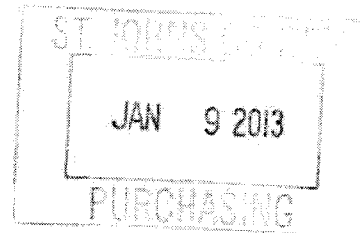
**TO:** Billy Zeits, Beach Services Manager  
**FROM:** Jaime Toney-Locklear, Contract Coordinator *JTL*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 13-02, Trash Maintenance Services for St. Johns County Beaches  
**DATE:** December 19, 2012

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Dept. Approval *WJF*  
Date *1/7/13*  
Budget Amount *195,000.00*  
Account Funding Title *TDC - Bch Maintenance*  
Funding Charge Code *1146-53710*  
Award to *Beachcomber South Inc.*  
Award Amount *186,600.00*



**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE**

TRASH MAINTENANCE SERVICES FOR ST. JOHNS  
COUNTY BEACHES

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

LIEGH DANIELS  
JAMIE LOCKLEAR

**BID NUMBER**

13-02

**OPENING DATE/TIME**

December 19, 2012

2:00 PM

FROM

UNTIL

**POSTING DATE/TIME**

12/19/12

3:00 PM

12/26/12

3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OBJECTION  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	PRICING A: DURING BEACH SEASON (MAR-OCT) BID PRICE PER MONTH CONTRACTOR PAYS FOR DISPOSAL OF TRASH	PRICING A: OFF BEACH SEASON (NOV-FEB) BID PRICE PER MONTH CONTRACTOR PAYS FOR DISPOSAL OF TRASH	TOTAL ANNUAL PRICE FOR PRICING A	PRICING B: DURING BEACH SEASON (MAR-OCT) BID PRICE PER MONTH COUNTY PAYS FOR DISPOSAL OF TRASH	PRICING B: OFF BEACH SEASON (NOV- FEB) BID PRICE PER MONTH COUNTY PAYS FOR DISPOSAL OF TRASH	TOTAL ANNUAL PRICE FOR PRICING B	ALTERNATE #1 PRICE PER ADDITIONAL CALL- OUT
BEACHCOMBER SOUTH, INC.	\$17,850.00	\$10,950.00	\$186,600.00	\$17,250.00	\$10,500.00	\$180,000.00	\$65.00
ADVANCED DISPOSAL	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

BID AWARD DATE - \_\_\_\_\_

**ST. JOHN COUNTY  
BID TABULATION**

**BID TITLE** TRASH MAINTENANCE SERVICES FOR ST. JOHNS COUNTY BEACHES

**BID NUMBER** 13-02

**OPENING DATE/TIME** December 19, 2012 2:00 PM

**POSTING DATE/TIME** 12/19/12 3:00 PM

FROM

UNTIL

12/19/12 3:00 PM

12/26/12 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTEREST **FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION**. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

LEIGH DANIELS  
JAIMIE LOCKLEAR

BIDDERS	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUM # 1	ADDENDUM # 2				
BEACHCOMBER SOUTH, INC.	YES	YES	YES	YES				
ADVANCED DISPOSAL	NO BID	NO BID	NO BID	NO BID				

BID AWARD DATE -

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 19, 2012 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 13-02: Trash Maintenance Services for St. Johns County Beaches. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for the maintenance of trash and debris on all County-maintained beaches and adjacent properties throughout St. Johns County. Services under this contract shall include collecting trash from all vendor-provided receptacles throughout included County locations as scheduled, maintain trash and recycling receptacles at all locations, replacing with new receptacles when damaged or missing, maintain receptacles in clean, functioning condition, maintain areas immediately surrounding receptacles free of debris and trash throughout all County locations, and maintain beaches in a trash and debris free state.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 13-02. 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: www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx. Check the County’s site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Locklear, St. Johns County Purchasing, via email to jtoney@sjcfl.us or fax to (904) 209-0159.

There will be a Mandatory Pre-Bid Meeting held on Tuesday, November 27, 2012 at 9:30am in the St. George Conference Room at the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is mandatory, and as such, interested firms shall be required to be present and signed in prior to 9:30AM, at which time the doors will close. Anyone arriving after, or not signed in by 9:30AM will not be permitted to submit a bid for this contract.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfl.us or fax to (904) 209-0159. Questions are due no later than end of business day (4:00PM) on Wednesday, December 5, 2012, 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 Director.

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 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County’s Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

BY: \_\_\_\_\_  
Deputy Clerk

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 13-02

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Trash Maintenance Services for St. Johns County Beaches

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

DATE SUBMITTED: 12/19/2012

BID PROPOSAL OF

Beachcomber South Inc P.O. Box 860176 St. Augustine F  
Full Legal Company Name Address Telephone Number  
904-669-1268

Bidders: Having become familiar with site conditions, and requirements of the project, and having carefully examined the Bidding Documents and Specifications, entitled for Bid No: 13-02; Trash Maintenance Services for St. Johns County Beaches in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

ANNUAL PRICE BID:

FOR: Trash Maintenance Services for St. Johns County Beaches

**Pricing A – Shall include costs for disposal of materials collected paid by the Contractor**

- 1. Price per month During Beach Season (Mar-Oct): \$ 17,850
- 2. Price per month Off Beach Season (Nov- Feb): \$ 10,950

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

Total Annual Price: \$ 186,600

**Pricing B – Shall not include costs for disposal of materials collected. County shall pay for disposal.**

- 3. Price per month During Beach Season (Mar-Oct): \$ 17,250
- 4. Price per month Off Beach Season (Nov-Feb): \$ 10,500

Bidders shall multiply #3 above by 8 and #4 by 4 and add together to get the Total Annual Price below.

Total Annual Price: \$ 180,000

**Alternate 1 – Price per Additional Call-Out**

(This price shall be utilized for any call-outs required in addition to the 35 included in annual contract price.) \$ 65

Each Bidder shall type or print legibly the monthly prices in each designated space provided and perform the required mathematic function to arrive at the Total Annual Price under each category. If math is incorrect, the County shall consider the correct mathematic calculation based on the submitted monthly prices.

The County reserves the right to award multiple vendors based on monthly prices submitted.

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

No.: 1 Date Received: 11/28/12

No.: 2 Date Received: 12/10/12

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 Project Specifications and form of Contract, together with the Plans.

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, and 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 Owner, within the same time limit specified in the Contract Documents for the following Unit Prices as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within a minimum of sixty (60) 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: Beachcomber South Inc. (Seal)

By:  Patrick Skoczylas President  
(Name & Title typed or printed)

By:  Cynthia Skoczylas - VP/Sec  
(Name & Title typed or printed)

Address: PO Box 860176 St. Augustine FL 32086

Telephone No.: (904) 669-1268 Fax No.: ( )

Email Address for Authorized Company Representative: Pcsko@yahoo.com

Federal I.D. Tax Number: 26-0738737 DUNS #:

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Bid Proposal Attachments:
- "A" - Affidavit
  - "B" - List of Proposed Subcontractors
  - "C" - Certificate as to Corporate Principal
  - "D" - License/Certification List
  - "E" - References
- Bid Bond  
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

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 Patrick Skoczylas who being duly sworn, deposes and says he is President (Title) of the firm of Beachcomber South Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-02, Trash Maintenance Services for St. Johns County Beaches, 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 he, his firm, association or corporation has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Beachcomber South Inc  
(Bidder)

By: [Signature]  
President.  
(Title)

Sworn and subscribed to me this 17<sup>th</sup> day  
of March, 2013.

Notary Public

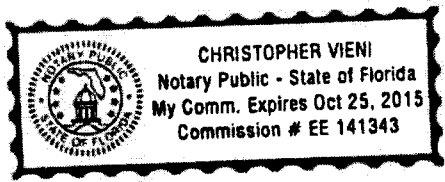
Signature

Printed

[Signature]  
Christopher Viens

My commission Expires: 10/25/2015

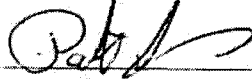
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.





**ATTACHMENT C**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Patrick Skoczylas certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Patrick Skoczylas who signed the said bond on behalf of the Principal, was then Secretary of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



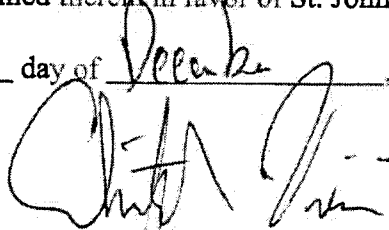
Secretary

Corporate Seal

(STATE OF FLORIDA <sup>or</sup>  
COUNTY OF ~~Volusia~~ Volusia)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Patrick Skoczylas to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Corporation and that he has been authorized by Beachcomber South Inc. to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 17<sup>th</sup> day of December, 2012, A.D.

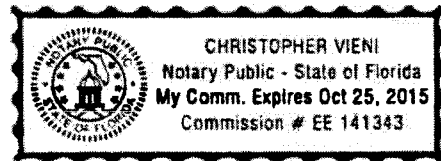


NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

10/25/2015

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



**ATTACHMENT "D"**  
***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
Local Business	30661	St Johns County	9/30/2013

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE 72-2

**2012/2013 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

ACCOUNT 30661  
**EXPIRES** September 30, 2013

TYPE OF BUSINESS 000293 SANITATION SERVICE  
BUSINESS ADDRESS 49 MEADOW BROOK LANE  
ORMOND BEACH, FL 32174

X NEW BUSINESS  
TRANSFER - ORIGINAL TAX 22.00

AMOUNT 22.00  
PENALTY .00  
COLLECTION COST  
TOTAL 22.00

BUSINESS NAME BEACHCOMBER SOUTH INC  
OWNER SKOCZYLAS PATRICK E  
MAILING ADDRESS PO BOX 860176  
ST AUGUSTINE FL 32086

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED  
**PAID-80000018.00001-00001 701 10/01/2012 22.00**

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

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

**ATTACHMENT "E"**  
**REFERENCE INFORMATION**

Each Bidder shall submit a list of three (3) references of firms/entities for which the Bidder has performed trash maintenance services of similar size and scope as stated herein within the last five (5) years. All information requested below shall be compiled and labeled as Attachment "E" and attached to each copy (one original + two copies) of the submitted Bid Proposal.

Contact Name/Title: Billy Zeits Beach Services Manager  
Name of Firm/Agency: St. John County Recreation Dept  
Address: 2175 Mizell Rd St Augustine  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Description of Services Provided: Beach Maintenance

Contact Name/Title: Sean McKenna / President  
Name of Firm/Agency: Camachee Cove Yacht Harbor Inc.  
Address: 3070 Harbor Dr St Augustine  
Phone #: 904-829-5676 Fax #: 904-829-0396  
Description of Services Provided: Trash Removal

Contact Name/Title: Gretchen Webb / Director  
Name of Firm/Agency: Camachee Island Owners Association Inc  
Address: 3070 Harbor Dr St Augustine  
Phone #: 904-823-3771 Fax #: \_\_\_\_\_  
Description of Services Provided: Residential Trash Removal

Contact Name/Title: \_\_\_\_\_  
Name of Firm/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_  
Name of Firm/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_

Certified Check Enclosed.

BID NO.: 13-02

BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St.  
Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful  
money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the  
accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_

For  
Trash Maintenance Services for St. Johns County Beaches  
St. Johns County, Florida

NOW WHEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall  
within ten (10) days after prescribed forms are presented to him for signature, enter into a written  
Contract with the County in accordance with the Bid as accepted, and give Bond with good and  
sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment  
of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full  
force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such  
Contract and give such Bond within the time specified, if the Principal shall pay the County the  
difference between the amount specified, in said Bid and the amount for which the County may  
procure the required Work and supplies, if the latter amount be in excess of the former, then the above  
obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals,  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2012, the name and corporate seal of each  
corporated party being hereto affixed and these presents duly signed by its undersigned representative, pursuant  
to authority of its governing body.

# SPECIFICATIONS

**Bid No: 13-02; Trash Maintenance Services for St. Johns County Beaches**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

St. Johns County has over forty (40) miles of coastline. Throughout these beaches, there are footpaths, walkovers and vehicle access ramps at which trash receptacles are placed in addition to the receptacles placed along the seaward length of beach in order to help maintain these areas free of trash and other debris. The beaches are divided by North and South regions. Beaches in both regions are included in this contract.

**Scope of Work**

The scope of work for the required trash maintenance services for the St. Johns County Beaches is described below. The Contractor shall be responsible for providing any and all labor, equipment, supplies, transportation and manpower necessary to provide the required services throughout the duration of the Contract.

**Staffing**

The Contractor shall be responsible for maintaining a sufficient number of employees necessary to provide the required services according to the schedule set by the County.

**Vehicles & Equipment**

The Contractor shall be responsible for utilizing the necessary equipment to perform the required maintenance as described below at all times throughout the duration of the Contract. The Contractor may own, rent, or lease the required equipment so long as it is available to perform the necessary maintenance as required by this RFP. At a minimum, the Contractor must own, or have access to two (2) all terrain vehicles and two (2) 4X4 trucks with trailers equipped with screens or covers. All vehicles and equipment must be able to endure soft sand conditions and operate in a way that has no impact on the natural resources of the beach and that comply with all driving regulations.

**Services**

**A. Receptacle Trash Collection**

The Contractor shall collect trash from all designated receptacles throughout the County according to the schedule established for during beach season and for beach off season throughout the duration of the contract. The Contractor shall empty the receptacles as well as collect and remove any and all trash and debris from around each receptacle in the box, bin or containers utilized to secure the receptacle. The Contractor shall also remove any and all trash from the area immediately surrounding the trash receptacle. This shall include any and all large household or trash items.

The County shall also have placed at designated locations yellow recycling receptacles for collection of recyclable materials. The Contractor shall be responsible for assisting the County in collecting the materials from these containers and delivering them to the Pope Road Beach Services Office. The Contractor shall check recycling containers during the scheduled routes, and empty any recyclable containers that are more than half full.

**B. Beachside Trash Collection**

The Contractor shall utilize 4x4 trucks and ATVs to pull trailers along beaches to collect trash from the water to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps. This collection is in addition to the collection from any and all receptacles placed along the beaches. This service is most important on the beaches where vehicles are permitted to be driven on the beach. Beachside collection may be performed independently from the scheduled route for receptacle collection.

The Contractor shall at all times comply with any and all requirements of St. Johns County Beach Ordinance 2007-19.

**C. Transportation**

The Contractor shall be responsible for transporting any and all trash and debris collected to a licensed landfill as approved by the County. The Contractor must provide a method of transportation for the collected trash and debris that complies with any and all applicable traffic and transportation regulations, laws and ordinances. The vehicles used by the Contractor to perform services under this contract must be clearly marked with the name of the Contractor's firm with a telephone number prominently displayed.

#### **D. Receptacles**

The Contractor shall provide the trash receptacles to be placed at all designated locations throughout the duration of the Contract. The receptacles must be blue, forty four (44) gallon all plastic cans with a twenty four (24) inch diameter and thirty one and one half (31.5) inch height with built in handles. The Contractor shall be responsible for anchoring the receptacle to the posts. The Contractor shall also drill small holes into the bottom of each receptacle to allow water to drain from the receptacle as needed.

The County has provided a list of locations where receptacles will be required as well as a map displaying the locations and the number of receptacles required for each location. See Exhibits A for the list of locations. The map, titled Exhibit B shall be uploaded separately from the RFP Document due to the size of the map.

The Contractor shall be responsible for providing any and all necessary receptacles at the start of the contract, and shall also be responsible for providing additional receptacles to the County as needed to replace those receptacles that get damaged or go missing. These additional receptacles shall be provided to the County at no additional cost.

#### **E. Marine Animals**

The Contractor may encounter deceased marine animals, including sea turtles, on the beach while performing beachside collection of trash and debris, or may be notified by beachgoers of such animals at any time throughout the duration of the Contractor. The Contractor shall be responsible for notifying SJC Beach Services immediately in these situations so that the animal can be measured and/or inspected. Once the necessary organizations have conducted their investigation, and in the cases of sea turtles, a large orange "X" will be painted on the turtle, SJC Beach Services will notify the Contractor if the animal must be buried on the beach. It shall be the Contractor's responsibility to bury the animal(s) as determined by SJC Beach Services. This service shall be provided at no additional cost to the County.

#### **F. Schedule**

The Contractor shall be responsible for performing the trash maintenance services according to the schedule determined by the SJC Beach Services Department for during beach open season and beach closed season. Beach Open Season is from March 1 through October 31 and Beach Closed Season is from November 1 through February 28 each year.

**During Beach Open Season:** The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles once each day Monday through Friday. On weekends (Saturday & Sunday), holidays and during spring breaks the Contractor shall perform a second collection from any and all trash receptacles. On days where the Contractor shall perform two (2) collections, the first collection must be completed between 8:00am and 11:00am, with the second collection being completed prior to 7:30pm so that both collections are performed during the hours the beaches are open.

The Contractor shall utilize ATV(s) to collect trash and debris from along the beaches a minimum of once daily during Beach Season.

The Contractor shall be responsible for collecting recyclable materials from the designated recycling containers located throughout the County, twice per week, throughout the Beach Season. Any and all recyclable materials collected shall be transported to the Pope Road Beach Services Facility.

**During Beach Off Season:** The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles, and collect trash and debris from along the beaches three (3) times per week.

In the event there are receptacles that require collections outside the required contract schedule, that Beach Services determines necessary for immediate attention, the Contractor must be available and capable to perform up to thirty five (35) of these additional collections as needed throughout the term of the Contract at no additional cost to the County. These calls will only occur during the hours of operation of the beaches.

#### **G. Disaster Clean Up**

In the event of a hurricane, or other natural event, the Contractor may be requested by the County to assist in performing cleanup services along the beaches. The County will request a proposal from the Contractor if and when it is necessary to request assistance after a hurricane or other natural event.

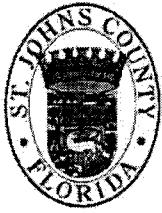
**Bid No: 13-02; Trash Maintenance Services for St. Johns County Beaches**

**EXHIBIT "A"**  
**LIST OF LOCATIONS**

The following is a list of locations where trash receptacles shall be picked up by the Contractor. Please see Exhibit "A", (St. Johns County Beach Access Map), Exhibit "B" (Locations for Ponte Vedra Pick-up; *PVB14, San Diego Road, Solano Road, and PVB1A*), and Exhibit "C" (Trash Collection Zones A-Street to Fort Matanzas Ramp). In addition, the table below depicts the locations and quantity of trash receptacles county-wide in a north to south fashion as represented at beach front parks, street ends, beachside, and walkovers.

<b>Location</b>	<b>Number of Receptacles</b>
PVB1A (Exhibit B)	1 trash, 1 Recycling
San Diego Road (Exhibit B)	1 trash, 1 Recycling
Solano Road (Exhibit B)	2 trash, 1 Recycling
PVB14 (Exhibit B)	1 trash, 1 Recycling
Mickler Park (Exhibit A)	Minimum of 10 at beach walkover, ±5 throughout parking lot
South Ponte Vedra Park (Exhibit A)	Minimum of 5 in parking lot
Usina Ramp Reef Restaurant (Exhibit A)	Minimum of 2 adjacent to ramp
North Beach Park (Exhibit A)	Minimum of 5 in parking lot
Surfside Park (Exhibit A)	Minimum of 3 adjacent to pavilion
Vilano Beach (Exhibit A)	Minimum of 8 beachside, 2 adjacent to beach access ramp
Porpoise Point (Exhibit A)	Minimum of 2 adjacent to access ramp
St. Johns County Pier (Exhibit A)	Minimum of 12 within parking areas, pavilion, and beach volleyball courts
11 <sup>th</sup> Street (Exhibit A)	1-2 located at street end
10 <sup>th</sup> Street (Exhibit A)	1-2 located at street end
9 <sup>th</sup> Street (Exhibit A)	1-2 located at street end
7 <sup>th</sup> Street (Exhibit A)	1-2 located at street end
5 <sup>th</sup> Street (Exhibit A)	1-2 located at street end
2 <sup>nd</sup> Street (Exhibit A)	1-2 located at street end
1 <sup>st</sup> Street (Exhibit A)	1-2 located at street end
A-Street to Fort Matanzas Ramp (Exhibit C)	Minimum of 87 beachside receptacles

Upon the request of Beach Services, the contractor will assist with the placement and pick-up of cans for large scale permitted events including but not limited to beach volleyball tournaments, paddleball tournaments, triathlons, surf and skim competitions, etc.



## St. Johns County Board of County Commissioners

Purchasing Division

November 28, 2012

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 13-02; Trash Maintenance Services on SJC Beaches.

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Changes/Clarifications*

The time and date of the Mandatory Pre-Bid Meeting has been changed to **Wednesday, November 28, 2012 at 2:00pm** in the St. Johns Conference Room of the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084.

**THE BID DUE DATE REMAINS: Wednesday, December 19, 2012 at 2:00 P.M.**

Acknowledgment

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

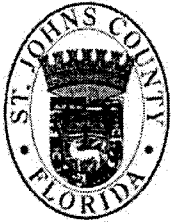
\_\_\_\_\_  
Company Name (Print)

Sincerely,

A handwritten signature in cursive script that reads "Jaime T. Locklear".

**Jaime T. Locklear**  
Contract Coordinator  
Purchasing Department

**END OF ADDENDUM #1**



## St. Johns County Board of County Commissioners

Purchasing Division

November 30, 2012

### ADDENDUM #2

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 13-02; Trash Maintenance Services on SIC Beaches.

This Addendum #2 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Questions/Answer:*

1. Is the five percent (5%) bid bond from the annual amount submitted?  
**Answer: The five percent (5%) bid bond should be calculated from the annual amount bid excluding trash disposal costs.**
2. Can you provide the total weight for the eight (8) month beach season and four (4) month off season for disposal for the last three (3) years?  
**Answer: See attached list.**
3. Are bidders required to have a business in St. Johns County to be eligible to submit a bid for the project?  
**Answer: There is no requirement to have a business physically located in St. Johns County. The successful bidder will be required to obtain and show proof of a Local Business Tax Receipt for St. Johns County upon award of a contract.**
4. Does the price submitted for Alternate #1 need to include disposal costs?  
**Answer: No. The price submitted for Alternate #1 is for the services performed by the Contractor only. Disposal costs should not be included.**
5. What is the annual amount of the current/previous contract?  
**Answer: The annual amount of the current contract is one hundred seventy nine thousand nine hundred twenty dollars (\$179,920.00) per year.**
6. What is the current method used for disposal of waste collected?  
**Answer: Under the current contract, the County pays for any and all waste collected under the contract.**
7. Is there any space available for contractor vehicles and/or equipment on County premises?  
**Answer: Space may be made available by the County for some vehicles and/or storage, but will be negotiated and coordinated upon award of a Contract. The County will not store any vehicles or trailers or other equipment which contains waste collected from the beach.**
8. Is trash storage on the weekends going to remain the same?  
**Answer: Any necessary weekend storage of waste collected must be stored by the Contractor until the next possible date the landfill is available for disposal. The County will not store any waste collected for the Contractor.**
9. Is there a more detailed description of the equipment required under this contract?  
**Answer: No. The Contractor is required to utilize vehicles and/or equipment necessary to successfully perform the services required under this contract. There will be times when the Contractor must store collected waste over a long/holiday weekend until the landfill re-**

opens. The equipment utilized must be capable of containing this waste. The minimum equipment requirements are stated in the Bid Documents. Each Bidder must submit a list of equipment to be utilized under this contract with his Bid Proposal. See *Clarifications/Changes* below.

10. Is disposal pricing added by unit price (lb/ton)?

**Answer: No. Each bidder must calculate a monthly price for disposal costs, and add it to the monthly cost for services and insert this number in the blank provided on the Official County Bid Form under Pricing A.**

11. Can pricing be adjusted if the amount of waste collected increases dramatically during the course of the contract?

**Answer: The contract pricing is only subject to increases or decreases at the time of extension of the contract, and this is subject to current Consumer Price Index (CPI) at the time of the contract extension.**

12. Do the weight totals provided include the weights of recycling waste collected and dropped off at Pope Road?

**Answer: No. The weight totals provided only include waste collected and disposed of at the Tillman Ridge Landfill. Recycling is accepted at the Pope Road location and processed by SJC Beach Services staff.**

13. How much of the forty (40) miles of beach is accessible with a 4x4 pickup truck?

**Answer: Fourteen (14) miles of beach are accessible with a 4x4 pickup truck. This area is from A Street south to Matanzas. Four (4) miles of beach are accessible by ATV. This area is from Serenata Drive to Vilano. The receptacles located on the remaining areas of beach with no vehicle or ATV access are accessible from street access points throughout the route.**

14. Can bidders be provided a list of attendants at the Mandatory Pre-Bid Meeting?

**Answer: Yes. A copy of the Pre-Bid Sign-In Sheet will be posted to [www.demandstar.com](http://www.demandstar.com) along with this Addendum.**

### Clarifications/Changes

#### List of Equipment

Each Bidder shall be required to submit, with each copy of his Bid Proposal, a list of vehicles and equipment to be utilized in the performance of services under this contract. This list shall include the make, model, year of vehicle or equipment, and the specs of the vehicle or piece of equipment. This information shall be provided on Attachment "F" – List of Equipment and attached to each copy of the submitted Bid Proposal.

Attachment "F" is attached hereto for use in submitting this information.

**THE BID DUE DATE REMAINS: Wednesday, December 19, 2012 at 2:00 P.M.**

Acknowledgment

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,



**Jaime T. Locklear**  
Contract Coordinator  
Purchasing Department

**END OF ADDENDUM #2**

**Weight Totals for Trash Disposal  
Last 3 Fiscal Years**

**FY – 2010**

Oct – 16,840  
Nov – 9,720  
Dec – 10,000  
Jan – 7,620  
Feb – 6,640  
Mar – 13,200  
Apr – 28,380  
May – 27,680  
Jun – 31,640  
Jul – 38,700  
Aug – 21,960  
Sep – 16,240

**Total: 228,620 lbs**

**FY – 2011**

Oct – 12,500  
Nov – 11,180  
Dec – 6,600  
Jan – 7,700  
Feb – 17,080  
Mar – 21,620  
Apr – 26,760  
May – 32,740  
Jun – 26,840  
Jul – 32,880  
Aug – 13,140  
Sep – 14,080

**223,120 lbs**

**FY - 2012**

Oct – 13,040  
Nov – 14,620  
Dec – 19,360  
Jan – 8,800  
Feb – 7,980  
Mar – 11,640  
Apr – 13,020  
May – 14,940  
Jun – 12,420  
Jul – 21,040  
Aug – 13,620  
Sep – 22,100

**187,920 lbs**

**ATTACHMENT F**  
**LIST OF EQUIPMENT**

Each Bidder shall be required to submit, with each copy of his Bid Proposal, a list of vehicles and equipment to be utilized in the performance of services under this contract. This list shall include the make, model, year of vehicle or equipment, and the specs of the vehicle or piece of equipment. This information labeled as Attachment "F" – List of Equipment and attached to each copy of the submitted Bid Proposal.

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