

RESOLUTION NO: 2014 - 74

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. 14-02R COMMERCIAL SOLID WASTE COLLECTION SERVICES FOR ST. JOHNS COUNTY FACILITIES.

RECITALS

WHEREAS, the County desires to enter into a contract with Arwood Waste, to provide commercial solid waste collection services to the St. Johns County Departments; and

WHEREAS, the scope of the service shall include providing dumpsters, roll-off containers, and compactors as required by County Facilities, performing scheduled collection as specified by each County Department, and performing as needed services as requested by County Departments for special events; and

WHEREAS, through the County's formal bid process, Arwood Waste was the lowest bidder, 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 SJC Departments; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed 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. 14-02R to Arwood Waste.


Section 3. The County Administrator, or designee, is further authorized to execute the proposed contract with Arwood Waste for the commercial solid waste collection services as specifically provided in the Bid Documents for Bid No 14-02R in substantially the same form and format as attached hereto.

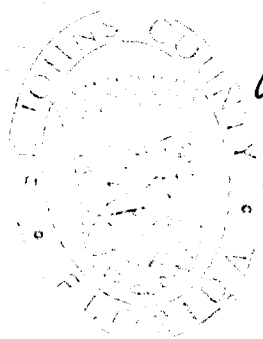
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of March, 2014.

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

By: 
John H. Morris, BOCC Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk



RENDITION DATE 3/20/14



CONTRACT AGREEMENT
Bid No: 14-02R; COMMERCIAL SOLID WASTE COLLECTION SERVICES
Master Contract #: 14-MCC-ARW-_____

This Contract Agreement is made as of this ____ day of _____, 2014, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Arwood Waste** authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", with offices located at 13255 Lanier Rd., Jacksonville, FL 32226 whose Phone: (904) 751-1628 and Fax: (904) 714-2498.

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 four (4) 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, 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 perform **commercial solid waste collection services from St. Johns County facilities** in accordance with Bid No: 14-02R and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Jaime Locklear, CPPB, Contract Coordinator, 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 Commercial Solid Waste Collection Services as needed by St. Johns County Departments. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Departments. The container location and collection frequency is attached hereto as Exhibit "C". 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 pricing detailed on Exhibit "A-1" attached here to, as submitted in the proposal and accepted by the COUNTY. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Departments 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. The COUNTY reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.
- 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:

SJC Parks & Recreation ATTN: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Golf Course ATTN: Wes Tucker 4985 Cypress Links Blvd Elkton, FL 32033	SJC Road & Bridge ATTN: Ivan Burrell 1625 State Road 16 St. Augustine, FL 32084	SJC Fire Service Admin ATTN: Vicky Hollingsworth 3657 Gaines Road St. Augustine, FL 32084
SJC Facilities Maint ATTN: KT DeHate 2416 Dobbs Road St. Augustine, FL 32086	SJC Library Admin ATTN: Angelina Gervasi 6670 US 1 S St. Augustine, FL 32086	SJC Ag Center ATTN: Diane Boone 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations ATTN: Wayne Pacetti 500 San Sebastian View St. Augustine, FL 32084
SJC Utility Dept ATTN: Kathy Kelshaw 1205 State Road 16 St. Augustine, FL 32084	SJC Fleet Maintenance ATTN: Jean Williams 2740 Industry Center Rd St. Augustine, FL 32084		

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 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – TERMINATION

This Contract Agreement may be terminated without cause upon the COUNTY providing at least thirty (30) days advance written notice to the CONTRACTOR of such notice of termination without cause. Such written notification shall indicate that the COUNTY 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) 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 fourteen (14) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, the 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.

Upon receipt of a notice of termination, except as otherwise directed by the COUNTY in writing, the CONTRACTOR shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 - 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. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

The Contractor shall Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law.

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

ARTICLE 13 - 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 14 - 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 15 - REMEDIES

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

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

ARTICLE 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - 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 to 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 29 - 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 30 - 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: Jaime Locklear, CPPB, Contract Coordinator
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Arwood Waste
Attn: John Arwood, President
13255 Lanier Rd.
Jacksonville, FL 32226

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 - PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract 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:

Dawn Cardenas, Purchasing Manager

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

CONTRACTOR:

Arwood Waste

Company Name

Name (Type or Print)

Signature

Title

Date

EXHIBIT "A"
BID NO: 14-02R; COMMERCIAL SOLID WASTE COLLECTION SERVICES
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the monthly prices as submitted on the proposal. The Monthly 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.

Pricing adjustments will 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 on the first Task Order issued after the beginning of the applicable renewal period.

EXHIBIT "A-1"
BID NO: 14-02R; COMMERCIAL SOLID WASTE COLLECTION SERVICES

UNIT PRICE SCHEDULE

Item #	Container Size	Collection Frequency	Quantities	Unit Price per Month	Annual Price (Monthly Price x 12)
1	2 Cu Yd	2x / month	2	\$37.00	\$888.00
2	2 Cu Yd	1x / week	20	\$37.00	\$8,880.00
3	2 Cu Yd – Recycle	1x / week	2	\$37.00	\$888.00
4	4 Cu Yd	1x / week	15	\$47.00	\$8,460.00
5	6 Cu Yd	1x / week	1	\$62.00	\$744.00
6	8 Cu Yd	1x / week	3	\$68.00	\$2,448.00
7	8 Cu Yd – Recycle	1x / week	2	\$68.00	\$1,632.00
8	10 Cu Yd	1x / week	1	\$68.00	\$816.00
9	2 Cu Yd	2x / week	8	\$47.00	\$4,512.00
10	4 Cu Yd	2x / week	3	\$60.00	\$2,160.00
11	6 Cu Yd	2x / week	1	\$81.00	\$972.00
12	8 Cu Yd	2x / week	3	\$90.00	\$3,240.00
13	2 Cu Yd	3x / week	1	\$79.00	\$948.00
14	6 Cu Yd	3x / week	2	\$162.00	\$3,888.00
15	8 Cu Yd – Recycle	3x / week	1	\$178.00	\$2,136.00
16	8 Cu Yd	5x / week	1	\$262.00	\$3,144.00
17	35Cu Yd Compact	1x / week	1	\$1,200.00	\$14,400.00
				Total Annual Cost:	\$60,156.00

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Cost Price.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	\$40.00
2	8 Cu Yd	2x / month	\$60.00
3	8 Cu Yd – Recycle	2x / month	\$60.00
4	3 Cu Yd	1x / week	\$50.00
5	3 Cu Yd	2x / week	\$64.00
6	3 Cu Yd	3x / week	\$83.00
7	4 Cu Yd	3x / week	\$100.00
8	8 Cu Yd	3x / week	\$200.00
9	8 Cu Yd – Recycle	5x / week	\$200.00
*****	Special Events	Container Size	Unit Price per Month
1	One Month Event w/ 2x/wk Collection	2 Cu Yd	\$300.00
2	One Month Event w/ 2x/wk Collection	3 Cu Yd	\$300.00
3	One Month Event w/ 2x/wk Collection	4 Cu Yd	\$310.00
4	One Month Event w/ 2x/wk Collection	6 Cu Yd	\$315.00
5	One Month Event w/ 2x/wk Collection	8 Cu Yd	\$315.00
6	One Month Event w/ 2x/wk Collection	10 Cu Yd	\$375.00
7	One Month Event w/ 2x/wk Collection	20 Cu Yd – Roll Off	\$430.00
8	One Month Event w/ 2x/wk Collection	30 Cu Yd – Roll Off	\$450.00
9	One Month Event w/ 2x/wk Collection	40 Cu Yd – Roll Off	\$650.00

AS NEEDED UNIT PRICE LIST

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County.

*****	One-Time Collections (As Requested)	Container Size	Unit Price per Collection
1	One-Time Collection	2 Cu Yd	\$149.00
2	One-Time Collection	3 Cu Yd	\$149.00
3	One-Time Collection	4 Cu Yd	\$154.00
4	One-Time Collection	6 Cu Yd	\$160.00
5	One-Time Collection	8 Cu Yd	\$165.00
6	One-Time Collection	8 Cu Yd - Recycling	\$165.00
7	One-Time Collection	10 Cu Yd	\$185.00
8	One-Time Collection	20 Cu Yd -- Roll Off	\$215.00
9	One-Time Collection	30 Cu Yd -- Roll Off	\$225.00
10	One-Time Collection	35 Cu Yd -- Compactor	\$325.00

EXHIBIT "B"
BID NO: 14-02R; COMMERCIAL SOLID WASTE COLLECTION SERVICES
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 four (4), 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.

EXHIBIT "C"
BID NO: 14-02R; COMMERCIAL SOLID WASTE COLLECTION SERVICES
CONTAINER LOCATION & COLLECTION FREQUENCY LIST

The table below lists the locations of containers currently utilized by St. Johns County Departments & Facilities and the preferred collection days. These days may be discussed with the Contractor to determine the most efficient route for collection.

Department	Facility/Location	Type of Container	Size of Container	Frequency of Collection	Collection Days
SJC Parks & Rec					
Main Office	2175 Mizell Rd	Solid Waste	4 Cu Yd	1 x per wk	Fri
Parks Garage	850 16th St	Solid Waste	4 Cu Yards	1 x per wk	Fri
SJC Fairgrounds	5840 State Rd 207	Solid Waste	30 Cu Yd RO	Upon request	
St. Aug Lil League	485 State Rd 207	Solid Waste	8 Cu Yd	1 x per wk	Thurs
Mills Field	1805 Racetrack Rd	Solid Waste	8 Cu Yd	1 x per wk	Tues
Player Sr Comm Ctr	175 Landrum Ln	Solid Waste	4 Cu Yd	1 x per wk	Fri
SJC Golf Course					
Main Office	4900 Cypress Links Blvd	Solid Waste	4 Cu Yd	1 x per wk	Tues
SJC Agricultural Center					
Wind Mitigation	3125 Ag Center Dr	Solid Waste	2 Cu Yd	2 x per mo	Thurs
Ag Center	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1 x per wk	Thurs
SJC Animal Control					
Field Office	4655 County Rd 208	Solid Waste	2 Cu Yd	1 x per wk	Tues
Pet Center	130 N Stratton Rd	Solid Waste	4 Cu Yd	2 x per wk	Tues & Fri
SJC Building Operations					
NW Annex	725 Flora Branch Blvd	Solid Waste	4 Cu Yd	1 x per wk	Mon
PV Annex	99 N Palm Valley Rd	Solid Waste	4 Cu Yd	1 x per wk	Mon
Supervisor of Elect	4455 Avenue A	Solid Waste	2 Cu Yd	1 x per wk	Mon
SE Annex	6658 US 1 S	Solid Waste	2 Cu Yd	1 x per wk	Mon
SJC Service Center	4030 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Mon/Fri
SJC Judicial Center	4010 Lewis Spdwy	Solid Waste	8 Cu Yd	2 x per wk	Mon/Fri
SJC Permit Center	4040 Lewis Spdwy	Solid Waste	4 Cu Yd	2 x per wk	Mon/Fri
SJC Administration	500 San Sebastian Vw	Solid Waste	4 Cu Yd	2 x per wk	Mon/Fri
Hastings Storage	400 E Harris St	Solid Waste	2 Cu Yd	2 x per wk	Mon & Wed
Hastings Storage	400 E Harris St	Solid Waste	2 Cu Yd	2 x per wk	Mon & Wed
SAO HIU Dept	2446 Dobbs Rd	Solid Waste	2 Cu Yd	2 x per mo	Thurs
10 Recycling ****		Recycle		1 x per wk	Wed
SJC Fleet Maintenance					
Main Office	2740 Industry Center Rd	Solid Waste	10 Cu Yd	1 x per wk	Thurs
SJC Library Admin					
Bartram Trail Branch	60 Davis Pond Blvd	Solid Waste	2 Cu Yd	1 x per wk	Tues
Southeast Branch	6670 US 1 S	Recycle	2 Cu Yd	1 x per wk	Sat
Southeast Branch	6670 US 1 S	Solid Waste	2 Cu Yd	2 x per wk	Tues & Fri
Ponte Vedra Branch	101 Library Blvd	Solid Waste	2 Cu Yd	2 x per wk	Mon & Thurs
SJC Utility Dept					
CR214 Mainland WWTP	2160 Water Plant Rd	Solid Waste	6 Cu Yd	1 x per wk	Tues
CR 207 WWTP	4428 Golf Ridge Dr	Solid Waste	2 Cu Yd	1 x per wk	Tues before 2:30PM
Marsh Landing WWTP	166 Marsh Cove Dr	Solid Waste	4 Cu Yd	1 x per wk	Mon before 2:30PM
Inlet Beach WWTP	605 Palmera Dr	Solid Waste	4 Cu Yd	1 x per wk	Mon before 2:30PM
Players Club WWTP	5250 Palm Valley Rd	Solid Waste	4 Cu Yd	1 x per wk	Mon before 2:30PM
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs before 2:30PM
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	2 x per wk	Mon/Thurs before 2:30PM

Anastasia Island WWTP	850 W 16th St	Solid Waste	6 Cu Yd	3 x per wk	Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Solid Waste	6 Cu Yd	3 x per wk	Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Solid Waste	2 Cu Yd	2 x per wk	Wed & Fri Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	Solid Waste	2 Cu Yd	3 x per wk	Mon & Thurs before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	Solid Waste	2 Cu Yd	2 x per wk	
Arc Drive	2104 Arc Dr	Solid Waste	8 Cu Yd	1 x per wk	Mon
Arc Drive	2104 Arc Dr	Recycle	8 Cu Yd	1 x per wk	Mon
SJC Utility Admin	1205 SR 16	Solid Waste	4 Cu Yd	1 x per wk	Wed
Northwest WTP	3390 Intn'l Golf Pkwy	Solid Waste	4 Cu Yd	1 x per wk	Thurs
SJC Fire Rescue Admin					
Fire Rescue Admin	3657 Gaines Rd	Solid Waste	6 Cu Yd	2 x per wk	Mon & Wed
Fire Station #1	130 Canal St	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #2	1120 Sheffield Rd	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #3	6010 State Rd 13 N	Solid Waste	2 Cu Yd	1 x per wk	Fri
Fire Station #4	3400 County Rd 208	Solid Waste	2 Cu Yd	1 x per wk	Mon
Fire Station #5	200 St. Aug Blvd S Dr	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #6	5865 A1A S	Solid Waste	2 Cu Yd	1 x per wk	Mon
Fire Station #8	7985 Morrison Rd	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #9	2724 S Ponte Vedra Blvd	Solid Waste	2 Cu Yd	1 x per wk	Mon
Fire Station #10	155 Library Blvd	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #11	448 Shores Blvd	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #14	1255 King St	Solid Waste	2 Cu Yd	1 x per wk	Thurs
Fire Station #15	1425 Old Dixie Hwy	Solid Waste	2 Cu Yd	1 x per wk	Tues
Fire Station #16	235 Murabella Pkwy	Solid Waste	2 Cu Yd	1 x per wk	Mon
Fire Station #17	10001 Cartwheel Bay Ave	Solid Waste	2 Cu Yd	1 x per wk	Wed
SJC Road & Bridge					
Main Office	1625 State Rd 16	Recycle	2 Cu Yd	1 x per wk	Tues
Main Office	1625 State Rd 16	Solid Waste	4 Cu Yd	1 x per wk	Fri
Main Office	1625 State Rd 16	Solid Waste	4 Cu Yd	1 x per wk	Fri
SJC Facilities Maintenance					
Main Office	2416 Dobbs Rd	Solid Waste	8 Cu Yd	2 x per wk	Mon & Thurs
HHS Building	1955 US 1 S	Recycle	8 Cu Yd	1 x per wk	Fri
HHS Building	1955 US 1 S	Solid Waste	8 Cu Yd	5 x per wk	Mon thru Fri
SJSO Youth Svcs	155 N St. Johns Ave	Solid Waste	2 Cu Yd	1 x per wk	Wed
SJSO Jail	3955 Lewis Speedway	Recycle	8 Cu Yd	3 x per wk	Mon/Wed/Fri
SJSO Jail	3955 Lewis Speedway	Compactor	35 Cu Yd	1 x per wk	Mon
SJC Emergency Management					
SJC EOC	100 EOC Dr	Solid Waste	4 Cu Yd	1 x per wk	Mon

**** The ten (10) recycling totes listed under SJC Building Operations, are totes that are located at SJC Central Receiving for the purpose of SJC Staff collecting recyclable materials from SJC Campus offices and depositing them into the totes for collection by the Contractor. These totes are currently provided at no cost to the County. If a cost for providing these containers is submitted under this bid, the County will discontinue use of the totes.