

RESOLUTION NO. 2017-410

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-10 AND TO EXECUTE AN AGREEMENT FOR COUNTY MITIGATION CONSERVATION AREA SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with Carter Environmental Services to provide Mitigation Conservation Area Services on an as needed basis for St. Johns County; and

WHEREAS, The Contractor shall be required to harvest, collect, remove and haul away timber from all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek, Deep Creek ROMA, Moses Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. The Contractor shall also perform mitigation services to include application of herbicides, prescribed burning, planting and monitoring of planted vegetation, removal of exotic species and other activities as directed by the St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA) and Army Corps of Engineers Permits and County Land Management Plans; and

WHEREAS, in accordance with section 125.35 of the Florida Statutes, County Staff further requests that the Board authorizes the sale of such timber to the highest bidder; and

WHEREAS, through the County's formal Bid process, Carter Environmental Services was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that sale of the timber to the highest bidder and performance of the maintenance described above best serve the interests of the County.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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 18-10 to Carter Environmental Services and to execute a contract for the services set forth therein.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No: 18-10.

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 19 day of Dec, 2017.

ATTEST Hunter S. Conrad, Clerk
By: Pam Halperman
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

RENDITION DATE 12/21/17



CONTRACT AGREEMENT
BID NO: 18-10; Countywide Mitigation Conservation Area Services
Master Contract #: _____

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2017, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Carter Environmental Services** ("Contractor"), authorized to do business in the State of Florida, with offices located at 7 Waldo Street, St. Augustine, FL 32084; Phone: (904)540-1786 ;and Email: lynne@carterenv.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for a maximum of one (1) two-year period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this 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 has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this 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 Agreement is to **perform mitigation services to include land management through vegetative community assessment, monitoring and reporting. Services include but are not limited to land management activities such as tree thinning, roller chopping, application of herbicides, prescribed burning, removing of invasive exotic species, vegetation planting and other activities as directed by the St. Johns River Water Management District Memorandum of Agreement, Army Corps of Engineers Permits, County Land Management Plans and Specifications described herein. Consistent with applicable permits, the awarded Contractor shall be required to harvest, collect, remove and haul away trees from all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek, Deep Creek ROMA, Moses Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. Services also include meeting with agency staff at the requisite sites for ongoing conservation area maintenance and follow-up on an as needed basis, as specified in the Scope of Work attached hereto as Exhibit "B", proposed by the Contractor, approved by the County in accordance with Bid No: 18-10 and as otherwise provided in the Contract Documents. Work shall be performed and completed specifically set forth in a Task Order by Task Order basis.**

Services provided by the Contractor shall be under the general direction of St. Johns County Environmental Supervisor – Growth Management or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. 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 pay to the Contractor, upon acceptance of services performed, for services satisfactorily performed as authorized by Task Orders as follows: The Contractor will bill the County at the amounts set forth in

each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of services outlined in the Scope of Work contained in each issued task order. Pricing shall be based on the Unit Prices submitted on the Official County Bid Form and attached hereto as Exhibit "A".

- B. The Contractor shall compensate the County for merchantable timber removed from county property according to the Unit Prices per ton as submitted on the Official County Bid Form, accepted by the County, and provided herein on Exhibit "A-1". All payments to the County for merchantable timber shall be made within thirty (30) consecutive calendar days of removal of the timber from the project location.
- C. Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract and the task order against which the Contractor is billing.
- D. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific task order.
- E. Contract Task Order. Value of this Contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- F. Unless otherwise notified, bills/invoices/payment should be delivered to:

St. Johns County Environmental Division
Attn: Ryan Mauch
4040 Lewis Speedway
St. Augustine, Florida 32084

G. 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 Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. 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 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – 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 12 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor 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 Agreement.

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

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

The Contractor shall maintain during the life of this Agreement, 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.

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

ARTICLE 15 - 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 16 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – 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 19 – CONFLICT OF INTEREST

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

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

The County agrees to notify the Contractor of its opinion by certified mail within thirty (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 Agreement.

ARTICLE 20 – 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 omissive 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 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 21 – 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 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 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this 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 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 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, 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 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – 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 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute,

breach, default or misrepresentation in connection with any provisions of this 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 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

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

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this 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 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 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – ARBITRATION

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

ARTICLE 34 - NOTICES

All notices required in this 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, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Carter Environmental Services
Attn: Margaret Carter, President
7 Waldo Street
St. Augustine, Florida 32084

ARTICLE 35 - HEADINGS

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

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – 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 St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

ARTICLE 39 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement 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 Agreement are accurate, complete and current as of the date of this Agreement.

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 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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:

CONTRACTOR:

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
Printed Name & Title County Representative

Carter Environmental Services
Company Name

Signature County Representative

Signature of Contractor Representative

Date of Execution

Printed Name & Title

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Date of Execution

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

Bid No.: 18-10; Countywide Mitigation Conservation Area Services
EXHIBIT "A" -BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Price as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Unit 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 this Agreement through a Contract Amendment.

UNIT PRICE BID:

FOR: Mitigation Services

Mitigation Services: Unit Price per Acre - Burning:	<u>\$ 125.00 /acre</u>
Mitigation Services: Unit Price per Acre – Exotic Control:	<u>\$ 50.00 /acre</u>

Bid No.: 18-10; Countywide Mitigation Conservation Area Services
EXHIBIT "A-1" -BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Price as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Contractor shall compensate the County for merchantable timber removed from county property according to the Unit Prices per ton as submitted below.

FOR: Timber Sale

Unit Price Bid for Pine Pulpwood to a 3" top DIB: \$ 9.00 / per ton

Unit Price Bid for Pine Chip-N-Saw to a 5" top DIB: \$ 11.00 / per ton

Unit Price Bid for Pine Sawtimber to an 8" top DIB: \$ 11.00 / per ton

Unit Price Bid for Fuel Wood (chips): \$ 0.00 / per ton

Contractor Percentage collected on Timber Sale: 0 %

*Percentage to be retained by Contractor from Timber sale.

Bid No.: 18-10; Countywide Mitigation Conservation Area Services
EXHIBIT "B" – SCOPE OF WORK

Location: County Conservation Lands

Scope of Work for Mitigation Services:

The Contractor shall be required to harvest, collect, remove and haul away timber from all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek, Deep Creek ROMA, Moses Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. The Contractor shall also perform mitigation services to include application of herbicides, prescribed burning, planting and monitoring of planted vegetation, removal of exotic species and other activities as directed by the St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA) and Army Corps of Engineers Permits and County Land Management Plans.

Harvest

The Contractor shall harvest vegetation consistent with the SJRMWD MOA, Army Corps of Engineers Permit, exhibits and narratives, as amended. The Contractor shall remove timber in a manner so as to minimally disturb existing trees, vegetation and areas not included in the harvesting operations. The Contractor shall thin the designated area so that all established pine rows are removed and the remaining trees maintain a natural, staggered look without designated rows.

All cut trees shall be removed in their entirety. All cut, merchantable trees shall be brought to the established staging area(s) to be loaded and hauled away by the Contractor or Contractor-supplied personnel. Staging areas will be determined as needed based on site visits. The Contractor shall utilize Forestry Best Management practices during the harvesting of timber from the designated areas, including utilizing appropriate methods of erosion control, and minimizing impact on surrounding areas. The Contractor shall be required to restore any and all access roads to pre-mitigation conditions after the mitigation services conclude.

Mitigation Services

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies, and supervision necessary to remove and haul away all exotic species present in any areas of the ROMA or other County-owned parks or conservation area sites.

The Contractor shall utilize application of herbicides, manual or mechanical techniques to remove existing exotic, invasive or non-compliance species as directed by the County in order to bring all vegetative communities of the property into compliance with the MOA, permit or management plan. The herbicides applied must not harm or affect the native species that shall remain on the property. The Contractor must be experienced in identification and control methods of FLEPPC Category I and II species.

The Contractor shall plant vegetation as directed by the County, consistent with the MOA or other agency permits and ensure planted vegetation meets or exceeds required vegetation placement, size, species, density and mortality rate with required monitoring as directed by the County.

The Contractor shall also perform prescribed burns on specified areas of the ROMA, Park, or Conservation Area as weather permits consistent with the MOA, specific agency permit or management plan. The Contractor shall be responsible for securing the permit from the Florida Forest Service and contact all entities on the day of burn call list prior to performing the burn(s). The Contractor shall be responsible for notifying adjacent landowners, generating the prescription for each burn, coordinating with the appropriate governmental agencies (including but not limited to SJC Fire Services, SJC Sheriff's Office, Florida Forest Service, St. Augustine Fire Service, St. Augustine Police Department, Florida Highway Patrol, Florida Department of Transportation, and local print, radio and TV media), ignition, active burning, and performing mop-up. The Contractor shall install and/or rehabilitate any required fire lines in coordination with the County. The Contractor shall take due care to minimize the tree mortality.

All burn services performed by the Contractor shall be supervised by a Florida Certified Prescribed Burn Manager at all times. The Contractor must be able to mobilize within three (3) business days of notification by the County that the

relevant conditions (weather, wind direction, relative humidity, water tables, vegetation condition, location of adjacent uses, fire line installation, etc) are appropriate to perform a prescribed burn. Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

Reporting

The Contractor shall provide load tickets to the County for all loads of timber removed from the designated areas of any County-owned ROMA, Conservation Area, or Park upon receipt. Load tickets shall include types of timber, quantities of each type of timber, area of removal and location timber will be transported to for sale. The Contractor shall also be required to submit a report with the payment for all timber removed from the ROMA, Conservation Area or Park. This report shall include identifying information on all timber removed and sold, including, but not limited to: quantities of timber removed and sold, types of timber removed and sold, price per ton for timber sold and a description of the remaining trees left in the designated timber thinning area. If necessary, the report must include pictures of the remaining trees and the harvested areas to ensure that the Contractor did not improperly disturb any areas of the designated timber thinning area(s).

The Contractor shall provide monthly reports of all services conducted within each the month they are accomplished at a minimum. This should include types and maps of locations of vegetation removed or planted and the process used for the removal or planting. Additional maps relating to land management techniques utilized to achieve permit goals may be necessary and shall be provided by the Contractor to the County for review prior to submittal for review and approval by jurisdictional agencies and implementation. Additionally, information related to the prescribed burn should include the Florida Forest Service permit, prescription areas and acreage and post-burn report. The reports shall include photos to document any vegetation removed and the areas that were included in any prescribed burn performed during this contract.

Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 21, 2017

RE: Bid No: 18-10 – County Mitigation Conservation Area Services

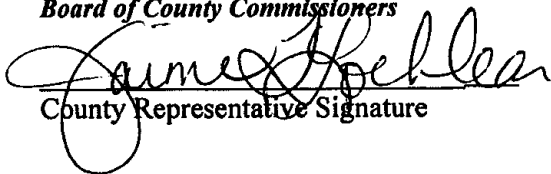
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Carter Environmental Services as the lowest responsive, responsible bidders for Bid No: 18-10 – County Mitigation Conservation Area Services. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 5:00PM, Tuesday November 28, 2017.

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

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

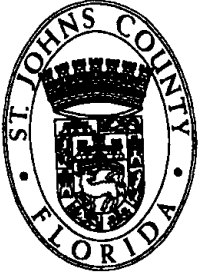
Please forward all correspondence, requests or inquiries directly to April Johnston, Procurement Coordinator in the Purchasing Department at ajohnston@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 11/21/17

Jaime Locklear, MPA, CPPB, FCCM Assistant Purchasing Manager
Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

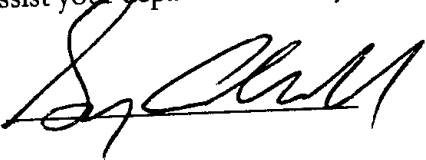
INTEROFFICE MEMORANDUM

TO: Ryan Mauch – Environmental Supervisor, Growth Management
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 18-10, **County Mitigation Conservation Area Services**
DATE: November 15, 2017

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.

Department Head Approval 
Date 11/2/17
Budget Amount \$100,000.00
Account Funding Title TREE BANK FUNDS - CONTRACTURAL SERVICES
Funding Charge Code 1231-03120
Award to CARTER ENVIRONMENTAL
Award Amount _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE
County Mitigation Conservation Area Services

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY
TABULATED BY
VERIFIED BY

April Johnston
Bryan Matus

BID NUMBER
18-10

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PAGE (S) 1 of 1

OPENING DATE/TIME
November 15, 2017 2:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

FROM 11/15/17 3:00 PM
UNTIL 11/20/17 3:00 PM

POSTING DATE/TIME
3:00 PM

BIDDERS	UNIT PRICE PER ACRE (Mitigation Services)	BID BOND	UNTIL	FROM
Carter Environmental Services	\$125.00/acre (burning) \$50.00/acre (exotic control)	YES	11/20/17	3:00 PM

BID AWARD DATE -

BID NO: 18-10

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT:

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

DATE SUBMITTED: 11/15/17

BID PROPOSAL OF

Carter Environmental Services

Full Legal Company Name

7 Waldo St., St. Augustine, FL 32084 (904) 540-1786 N/A
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-10; County Mitigation Conservation Area Services 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:

UNIT PRICE BID:

FOR: Mitigation Services

Mitigation Services: Unit Price per Acre: \$ 125 /acre - burning
Includes burning, removal of exotics, and application of herbicides \$ 50 /acre - exotic control

FOR: Timber Sale

Unit Price Bid for Pine Pulpwood to a 3" top DIB: \$ 9.00 / per ton

Unit Price Bid for Pine Chip-N-Saw to a 5" top DIB: \$ 11.00 / per ton

Unit Price Bid for Pine Sawtimber to an 8" top DIB: \$ 11.00 / per ton

Unit Price Bid for Fuel Wood (chips): \$ - 0 - / per ton

Contractor Percentage collected on Timber Sale: - 0 - %

*Percentage to be retained by Contractor from Timber sale.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of five thousand dollars (\$5,000.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond 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 County, but if this Bid is not accepted within ninety (90) 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: Carter Environmental Services (Seal)

By: Margaret Carter Margaret Carter, President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 7 Waldo Street, St Augustine, FL 32084

Telephone No.: (904) 840-1786 Fax No.: ()

Email Address for Authorized Company Representative: lynn@carterenv.com
Federal I.D. Tax Number: 45-4850218 DUNS #: 020047757
(if applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Equipment Vendor
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" - Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-10

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 Margaret Lynne Carter who being duly sworn, deposes and says he is President (Title) of the firm of Carter Environmental Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-10, County Mitigation Conservation Area Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Carter Environmental
(Bidder)

Sworn and subscribed to me this 7th day
of November, 20 17.

By: Margaret Lynne Carter
President
(Title)

Notary Public:
Danielle Fiorellino
Signature
Danielle Fiorellino
Printed



My commission Expires: August 16, 2019

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

ATTACHMENT "C"
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
Authorized Gopher Tortoise Agent	GTA-13-00013D	Florida Fish and Wildlife Commission	April 9, 2019
Authorized Gopher Tortoise Agent	GTA-09-00000E	Florida Fish and Wildlife Commission	April 29, 2019
Professional Wetland Scientist	1392	Society of Wetland Scientists	July 25, 2019
Pesticide Certification	CM24328	Florida Dept. Agriculture	June 30, 2020
Master Logger	43863	Florida Forestry Assoc.	Dec 31, 2017
Burn Boss	023587	Florida Forest Service	Nov 15, 2018




Authorized Gopher Tortoise Agent
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Species Conservation Planning Section
 620 South Meridian Street, Mail Station 2A
 Tallahassee, Florida 32399-1600
 (850) 921-1031

Permittee Name: Michael Glover
 Permittee Address: 791 West River Oak Drive
 ORMOND BEACH, FLORIDA 32174
 UNITED STATES

Permit Number: GTA-13-00013D
 Effective Date: **March 16, 2017**
 Expiration Date: **April 9, 2019**

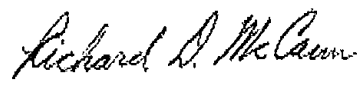
IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature:  Date: 3/20/17

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director



Authorizing Signature: _____ Date: 03/16/2017
 Species Conservation Planning Section

This permit is in effect an amendment of permit GTA-13-00013C that will expire on April 9, 2017 and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, **Florida Administrative Code (F.A.C.)**, the Gopher Tortoise Permitting Guidelines (April 2008 – revised **January 2017**) [**hereafter, the "Permitting Guidelines"**], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 04/03/2013 application (supplemented on 04/08/2013), and the 08/14/2013 (supplemented on 08/19/2013 and 09/05/2013), 11/15/2013 (supplemented on 12/02/2013), 03/12/2015, and **03/14/2017 amendment requests**, the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary

Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.

- 4 **Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.**
- 5 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) **shall not be relocated off-site to the authorized recipient site.** At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility **for treatment** and subsequent relocation **of recovered, non-symptomatic gopher tortoises** along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.
- 7 **During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.**
- 8 **Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.**
- 9 This permit does not authorize Permittee access to any public or private properties. Permission to **access the property** must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 10 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to **68-1.010, Florida Administrative Code** and Chapter 120, Florida Statutes. **Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.**
- 11 The activities authorized under this Permit must be carried out by the Permittee or the Assistant (s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant **if rights of the individual to obtain gopher tortoise permits have been suspended or revoked.** All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 12 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 13 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.

14 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



Authorized Gopher Tortoise Agent
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Species Conservation Planning Section
 620 South Meridian Street, Mail Station 2A
 Tallahassee, Florida 32399-1600
 (850) 921-1031

Permittee Name: Ryan Carter
 Permittee Address: Carter Environmental Services, Inc.
 7 Waldo Street
 SAINT AUGUSTINE, FLORIDA 32084
 UNITED STATES

Permit Number: GTA-09-00060E
 Effective Date: **April 3, 2017**
 Expiration Date: **April 29, 2019**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

Richard D. McCann

Authorizing Signature: _____ Date: 04/03/2017

Species Conservation Planning Section

This permit is in effect an amendment of permit GTA-09-00060D that will expire on April 29, 2017 and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, **Florida Administrative Code (F.A.C.)**, the Gopher Tortoise Permitting Guidelines (April 2008 – revised **January 2017**) [**hereafter, the "Permitting Guidelines"**], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 04/24/2009 application, and the 03/29/2011, 07/22/2011 (supplemented on 07/28/2011 and 07/29/2011), 02/26/2013, 04/27/2015, and **03/31/2017 amendment requests**, the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such

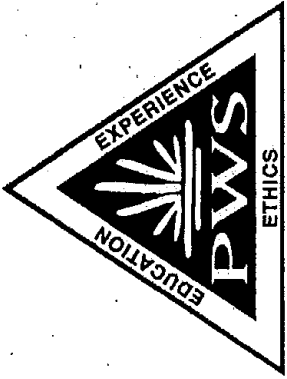
activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.

- 4 **Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.**
- 5 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) **shall not be relocated off-site to the authorized recipient site.** At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility **for treatment** and subsequent relocation **of recovered, non-symptomatic gopher tortoises** along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.
- 7 **Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.**
- 8 **Marking of gopher tortoises must be done for all permits except for 10 or Fewer Burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises \geq 130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles $<$ 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.**
- 9 **During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.**
- 10 **Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.**
- 11 This permit does not authorize Permittee access to any public or private properties. **Permission to access the property** must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 12 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to **68-1.010, Florida Administrative Code** and Chapter 120, Florida Statutes. **Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.**
- 13 The activities authorized under this Permit must be carried out by the Permittee or the Assistant (s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant **if rights of the individual to obtain gopher tortoise permits have been suspended or revoked.** All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be

directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.

- 14 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 15 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 16 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



*Society of Wetland Scientists
Professional Certification Program, Inc.*

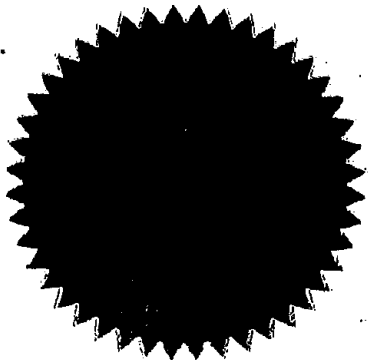
renews the designation

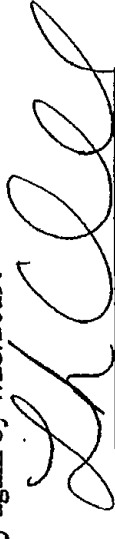
Professional Wetland Scientist

For

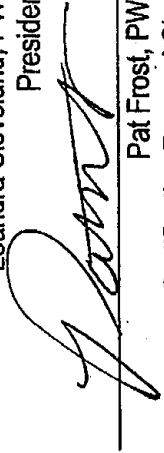
Ryan Carter

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel. Professional Wetland Scientist Number 1392 issued on 7/25/2003 and recertified on 1/9/2014. Due to recertify again by 7/25/2019.



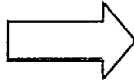



Leandra Cleveland, PWS
President



Pat Frost, PWS
Certification Renewal Chair

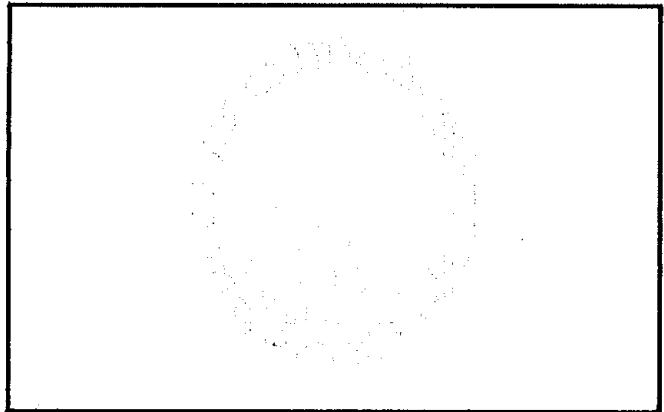
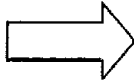
This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM24328	
TURNBULL, RYAN 18 COQUINA AVE ST. AUGUSTINE, FL 32080	<u>Categories</u> 21
Issued: June 30, 2016	Expires: June 30, 2020
Signature of Licensee	 ADAM H. PUTNAM, COMMISSIONER
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



**For questions, comments or concerns,
Contact us at:**

**Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870
Fax: (850) 617-7895**

CERTIFICATE

FLORIDA MASTER LOGGER TRAINING



This Certificate is awarded to:

Carl "Dennis" Mills

Master Logger #: 43863

**In recognition of completing the
Master Logger CLE Training 12/8/2016**

**The completion of this course noted on this certificate is confirmation that the above named Master
Logger has met all Continuing Logger Education (CLE) requirements (4 hrs) for the year 2017.
Administered by the FSFI-State Implementation Committee and Florida Forestry Association.**

Facilitator: Mike Branch

Course Date: 12/8/2016

Bid No: 18-10

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

Timber Harvesting

DM Timber

370 Hunter Rd

Palatka, FL 32177

Prescribed Burning

Danny Mills

750 Joe Pittman Rd

Seville, FL 32190

ATTACHMENT "E"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid 18-10; County Mitigation Conservation Area Services**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent:

Margaret Lynne Carter

Authorized Representative(s):

Margaret Carter
Signature

Margaret Carter-President
Print Name/Title

Signature

Print Name/Title

BID NO: 18-10

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

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

By: Margaret Carter 11-7-17
 Bidder Date
Margaret Carter
 Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
1/2015	St. Johns County • Ryan Mauch 500 San Sebastian View St. Augustine, FL 32084 rmauch@sjcfl.us		Talton Tract, St. Johns County
ongoing	LMN of Flagler, LLC Leslie Thornhill 7 Florida Park Drive, SF Palm Coast, FL Leslie.thornhill@gmail.com	\$67,650 +	Piclow Creek Flagler County
1/2015	St. Johns County • Ryan Mauch San Sebastian View St. Augustine, FL rmauch@sjcfl.us		Raynier Tract St. Johns County

Do you have any similar work in progress at this time? Yes No

Length of time in business: 5 Years

Is your company currently involved in any active litigation? NO If Yes, explain: _____

Has your company ever been sued? NO If Yes, explain and/or submit court decision or judgment, as applicable: _____

State of Florida

Department of State

I certify from the records of this office that CARTER ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on March 27, 2012, effective April 2, 2012.

The document number of this corporation is P12000029540.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2017*

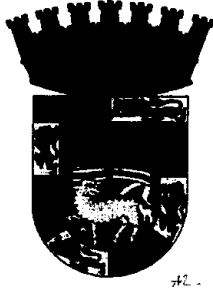


Ken Detjmer
Secretary of State

Tracking Number: CC7898566456

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 18-10

COUNTY MITIGATION CONSERVATION AREA SERVICES

**BID DOCUMENTS
SERVICE SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150**

FINAL 10/18/17

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders
Official County Bid Form
Attachments:

- “A” – St. Johns County Board of County Commissioners Affidavit
- “B” – Certificate as to Corporate Principal
- “C” – License/Certification List
- “D” – List of Proposed Sub-Contractors/Equipment Vendor
- “E” – Conflict of Interest Disclosure Form
- “F” – Proof of Insurance
- “G”- Experience of Bidder Form
Bid Bond

PROJECT SPECIFICATIONS

MAPS/PERMITS/MEMORANDUM OF AGREEMENT – Separate Documents

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, November 15, 2017** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-10; County Mitigation Conservation Area Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The Scope of Work shall be to perform mitigation services to include land management through vegetative community assessment, monitoring and reporting. Services include but are not limited to land management activities such as tree thinning, roller chopping, application of herbicides, prescribed burning, removing of invasive exotic species, vegetation planting and other activities as directed by the St. Johns River Water Management District Memorandum of Agreement, Army Corps of Engineers Permits, County Land Management Plans and Specifications described herein. Consistent with applicable permits, the awarded Contractor shall be required to harvest, collect, remove and haul away trees from all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. Services also include meeting with agency staff at the requisite sites for ongoing conservation area maintenance and follow-up.

Minimum Qualifications

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida;
2. Must be currently certified as a Master Logger by the Florida Forestry Association; or propose subcontractor with this certification.
3. Must be currently licensed as an Herbicide Applicator; or propose subcontractor with this certification.
4. Must be currently certified as a Florida Prescribed Burn Manager; or propose subcontractor with this certification.
5. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 18-10. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/OpenBids.aspx> . Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed to the Designated Point of Contact, *in writing*, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. Questions are due no later than 4:00PM on Wednesday, November 1, 2017, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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.

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, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 18-10; County Mitigation Conservation Area Services

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

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

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is April Johnston, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Johnston, *in writing*, via email at ajohnston@sjcfl.us or fax to (904) 209-0157. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

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.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact as provided above. Questions are due no later than four o'clock (4:00PM) on **Wednesday, November 1, 2017**, so that any necessary addenda may be issued in a timely manner.

ADDENDA

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

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 18-10 - COUNTY MITIGATION CONSERVATION AREA SERVICES"

See Example Below:

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five thousand dollars (\$5,000.00), pledging that the Bidder will enter into a contract with the County on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid

Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The County shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

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

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount stated above.

BID POSTPONEMENT/CANCELLATION

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

any irregularities in this Bid or in the proposals received as a result of this Bid.

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the Unit Price per Acre for Mitigation Services, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida;
2. Must be currently certified as a Master Logger by the Florida Forestry Association; or propose subcontractor with this certification.
3. Must be currently licensed as an Herbicide Applicator; or propose subcontractor with this certification.
4. Must be currently certified as a Florida Prescribed Burn Manager; or propose subcontractor with this certification.
5. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

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

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the

contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

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

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Services.

EXECUTION OF CONTRACT DOCUMENTS

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

CONTRACT DURATION

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding. This contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor 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 the awarded Contract Agreement.

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

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

The Contractor shall maintain during the life of the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, 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 a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

INDEMNITY

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

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

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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

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

PRICING

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

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

METHOD OF PAYMENT – For Timber Sale

The Contractor shall provide written notification to the County when all merchantable timber available for sale has been harvested and removed. The County shall then have seven (7) consecutive calendar days to inspect the site to confirm the completion of the harvest and removal of merchantable timber. Once accepted by the County, the Contractor shall submit payment for the harvested timber, in the form of a Cashier’s Check, made payable to the St. Johns County Board of County Commissioners.

Payment shall be submitted to the following County Representative:

SJC Growth Management, Environmental Division
ATTN: Ryan Mauch
4040 Lewis Speedway
St. Augustine, FL 32084

Along with the check for payment, the Contractor shall submit a report detailing any and all materials removed from the project location and purchased from the County under this Contract. The report shall include unit prices for each type of material, quantities of each type of material, and any and all other relevant information.

INVOICING – For Mitigation Services

The Contractor shall submit an invoice to the County, upon completion of the required mitigation services. Any timber thinning or timber related services shall not be included in mitigation services invoicing. Contractor shall retain a percentage of the timber sale at the rate provided in the bid proposal. The date of the invoice shall not exceed thirty (30) consecutive calendar days from the date of completion of the services. Under no circumstances shall the invoice(s) be submitted to the County prior to completion of the work. The County reserves the right to refuse and/or pro-rate payment for unsatisfactory performance of services. If, upon verification by the County, the required services are not completed, the County shall notify the Contractor, in writing, of the work that must be completed prior to resubmission of the invoice. Failure to submit invoices in the prescribed manner may delay payment.

Invoices shall be submitted to: SJC Growth Management, Environmental Division
ATTN: Ryan Mauch
4040 Lewis Speedway
St. Augustine, FL 32084

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

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

GOVERNING LAWS & REGULATIONS

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

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-10

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT:

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-10; County Mitigation Conservation Area Services 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:

UNIT PRICE BID:

FOR: Mitigation Services

Mitigation Services: Unit Price per Acre: \$ _____ /acre

Includes burning, removal of exotics, and application of herbicides

FOR: Timber Sale

Unit Price Bid for Pine Pulpwood to a 3" top DIB: \$ _____ / per ton

Unit Price Bid for Pine Chip-N-Saw to a 5" top DIB: \$ _____ / per ton

Unit Price Bid for Pine Sawtimber to an 8" top DIB: \$ _____ / per ton

Unit Price Bid for Fuel Wood (chips): \$ _____ / per ton

Contractor Percentage collected on Timber Sale: _____ %

*Percentage to be retained by Contractor from Timber sale.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of five thousand dollars (\$5,000.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond 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 County, but if this Bid is not accepted within ninety (90) 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: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____
Federal I.D. Tax Number: _____ DUNS #: _____
(if applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Equipment Vendor
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G"- Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-10

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-10, County Mitigation Conservation Area Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

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

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

Bid No: 18-10

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

ATTACHMENT "E"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid 18-10; County Mitigation Conservation Area Services**

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

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

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

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

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :	_____	_____
	Signature	Print Name/Title
	_____	_____
	Signature	Print Name/Title

BID NO: 18-10

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

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

By: _____
Bidder
_____ Date

Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? _____ Yes _____ No

Length of time in business: _____ Years

Is your company currently involved in any active litigation? _____ If Yes, explain: _____

Has your company ever been sued? _____ If Yes, explain and/or submit court decision or judgment, as applicable: _____

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
County Mitigation Conservation Area Services
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 18-10

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 18-10; COUNTY MITIGATION SERVICES

SPECIFICATIONS

Location: County Conservation Lands

Scope of Work for Mitigation Services:

The Contractor shall be required to harvest, collect, remove and haul away timber from all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. The Contractor shall also perform mitigation services to include application of herbicides, prescribed burning, planting and monitoring of planted vegetation, removal of exotic species and other activities as directed by the St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA) and Army Corps of Engineers Permits and County Land Management Plans.

Maps, Permits, and Memorandum of Agreements have been provided separately for reference and are available for download from Onvia Demandstar, Inc. at their website www.demandstar.com.

Harvest

The Contractor shall harvest vegetation consistent with the SJRMWD MOA, Army Corps of Engineers Permit, exhibits and narratives, as amended. The Contractor shall remove timber in a manner so as to minimally disturb existing trees, vegetation and areas not included in the harvesting operations. The Contractor shall thin the designated area so that all established pine rows are removed and the remaining trees maintain a natural, staggered look without designated rows.

All cut trees shall be removed in their entirety. All cut, merchantable trees shall be brought to the established staging area(s) to be loaded and hauled away by the Contractor or Contractor-supplied personnel. Staging areas will be determined as needed based on site visits. The Contractor shall utilize Forestry Best Management practices during the harvesting of timber from the designated areas, including utilizing appropriate methods of erosion control, and minimizing impact on surrounding areas. The Contractor shall be required to restore any and all access roads to pre-mitigation conditions after the mitigation services conclude.

Mitigation Services

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies, and supervision necessary to remove and haul away all exotic species present in any areas of the ROMA or other County-owned parks or conservation area sites.

The Contractor shall utilize application of herbicides, manual or mechanical techniques to remove existing exotic, invasive or non-compliance species as directed by the County in order to bring all vegetative communities of the property into compliance with the MOA, permit or management plan. The herbicides applied must not harm or affect the native species that shall remain on the property. The Contractor must be experienced in identification and control methods of FLEPPC Category I and II species.

The Contractor shall plant vegetation as directed by the County, consistent with the MOA or other agency permits and ensure planted vegetation meets or exceeds required vegetation placement, size, species, density and mortality rate with required monitoring as directed by the County.

The Contractor shall also perform prescribed burns on specified areas of the ROMA, Park, or Conservation Area as weather permits consistent with the MOA, specific agency permit or management plan. The Contractor shall be responsible for securing the permit from the Florida Forest Service and contact all entities on the day of burn call list prior to performing the burn(s). The Contractor shall be responsible for notifying adjacent landowners, generating the prescription for each burn, coordinating with the appropriate governmental agencies

(including but not limited to SJC Fire Services, SJC Sheriff's Office, Florida Forest Service, St. Augustine Fire Service, St. Augustine Police Department, Florida Highway Patrol, Florida Department of Transportation, and local print, radio and TV media), ignition, active burning, and performing mop-up. The Contractor shall install and/or rehabilitate any required fire lines in coordination with the County. The Contractor shall take due care to minimize the tree mortality.

All burn services performed by the Contractor shall be supervised by a Florida Certified Prescribed Burn Manager at all times. The Contractor must be able to mobilize within three (3) business days of notification by the County that the relevant conditions (weather, wind direction, relative humidity, water tables, vegetation condition, location of adjacent uses, fire line installation, etc) are appropriate to perform a prescribed burn. Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

Reporting

The Contractor shall provide load tickets to the County for all loads of timber removed from the designated areas of any County-owned ROMA, Conservation Area, or Park upon receipt. Load tickets shall include types of timber, quantities of each type of timber, area of removal and location timber will be transported to for sale. The Contractor shall also be required to submit a report with the payment for all timber removed from the ROMA, Conservation Area or Park. This report shall include identifying information on all timber removed and sold, including, but not limited to: quantities of timber removed and sold, types of timber removed and sold, price per ton for timber sold and a description of the remaining trees left in the designated timber thinning area. If necessary, the report must include pictures of the remaining trees and the harvested areas to ensure that the Contractor did not improperly disturb any areas of the designated timber thinning area(s).

The Contractor shall provide monthly reports of all services conducted within each the month they are accomplished at a minimum. This should include types and maps of locations of vegetation removed or planted and the process used for the removal or planting. Additional maps relating to land management techniques utilized to achieve permit goals may be necessary and shall be provided by the Contractor to the County for review prior to submittal for review and approval by jurisdictional agencies and implementation. Additionally, information related to the prescribed burn should include the Florida Forest Service permit, prescription areas and acreage and post-burn report. The reports shall include photos to document any vegetation removed and the areas that were included in any prescribed burn performed during this contract.

Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

SEALED BID MAILING LABEL

**BID NO: 18-10
COUNTY MITIGATION CONSERVATION AREA SERVICES**

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 18-10
BID TITLE:	County Mitigation Conservation Area Services
DUE DATE/TIME:	By 2:00PM – November 15, 2017
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084

