

RESOLUTION NO. 2019 - 406

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-72 AND TO EXECUTE AGREEMENTS FOR TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with Danella Construction Corporation of Florida, Inc., and Southland Specialties, Inc. of Tennessee to provide Tree Removal, Trimming & Stump Grinding Services as needed in accordance with Bid No. 19-72; and

**WHEREAS**, the scope of the services will be to provide all supervision, labor, tools, equipment, fuel, disposal and other associated services necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of ways (ROW). Tree Removal, Trimming & Stump Grinding Services will be identified by County, or an authorized representative located on County owned property throughout St. Johns County, in accordance with Bid No: 19-72; and

**WHEREAS**, through the County's formal Bid process, Danella Construction Corporation of Florida, Inc., and Southland Specialties, Inc. of Tennessee were the lowest, responsive, responsible bidders to enter into 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 entering into a contract to complete the work services serves a public purpose.

**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 19-72 to Danella Construction Corporation of Florida, Inc., and Southland Specialties, Inc. of Tennessee and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute agreements 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 19-72.

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<sup>th</sup> day of November, 2019.

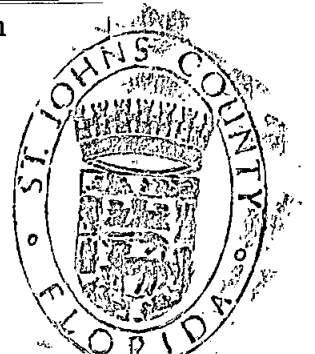
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith  
Jeb S. Smith, Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 11/21/19





**CONTRACT AGREEMENT**  
**Bid No: 19-72; Tree Removal, Trimming & Stump Grinding Services**  
**Master Contract #: 19-MCC-DAN-11108**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date"), 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 **Danella Construction Corporation of Florida, Inc.** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 581 Washburn Rd, Melbourne, FL 32934; Phone: (321) 259-6124; Fax: (321) 242-0106 and Email: [cloughran@danella.com](mailto:cloughran@danella.com).

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

**ARTICLE 1 – DURATION**

This Agreement shall become effective upon signature by both parties, on the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have one (1) available two (2) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal 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, and renewal or extension serves the best interest of St. Johns 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 shall be to provide tree removal, trimming & stump grinding services as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 19-72 and as otherwise provided in the Contract Documents. The Contractor shall be required to provide tree removal, trimming & stump grinding services and equipment that meets all applicable regulations and standards.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

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

- A. The County shall compensate the Contractor based upon the pricing detailed on Exhibit "A-1" attached here to, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Departments for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  1. The Contractor has billed the County for all services rendered by it and any of its sub-Contractors or materials suppliers through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.

- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered upon completion of the approved and authorized services to:

SJC Parks & Recreation Attn: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Road & Bridge Attn: Jennifer Kinlaw 2750 Industry Center Rd St. Augustine, FL 32084	SJC Fire Service Admin Attn: Amy Land 3657 Gaines Road St. Augustine, FL 32084	SJC Facilities Maint Attn: Diane Boone 2416 Dobbs Road St. Augustine, FL 32086
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SJC Ag Center Attn: Amy Law 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations Attn: Asha Rimel 500 San Sebastian View St. Augustine, FL 32084	SJC Utility Dept Attn: Kathy Kelshaw 1205 State Road 16 St. Augustine, FL 32084
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- 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) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive 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 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.
- B. 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.
- C. 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, Contractor, 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 throughout the duration 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 throughout the duration 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 throughout the duration 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 Consultant shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **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 of 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**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, 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 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, Purchasing Manager  
500 San Sebastian View

St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Danella Construction Corporation of Florida, Inc.  
**Attn: Caitlin Loughran, Manager**  
581 Washburn Rd  
Melbourne, FL 32934

#### **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](mailto: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 – 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.

**ARTICLE 40 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES**

The Contractor’s performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit “D”, the contents of which are incorporated herein.

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

**COUNTY:**

St. Johns County, FL  
Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Jaime T. Locklear, MPA, CPPO, CPPB  
Printed Name - County Representative

Purchasing Manager  
Printed Title – County Representative

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

**CONTRACTOR:**

Danella Construction Corporation of Florida, Inc.  
Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

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

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

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

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

**BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services**  
**Master Contract #: 19-MCC-DAN-11108**

**EXHIBIT "A"**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and shall be added to the applicable Contract Amendment.

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

**BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services**  
**Master Contract #: 19-MCC-DAN-11108**

**EXHIBIT "A-1"**  
**UNIT RATE PRICES**

Each Bidder shall submit the unit rate prices for each line item as provided below. These unit rate prices shall dictate the total unit rate price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW).

<b>ROUTINE UNIT RATES</b>		
<b>Item No:</b>	<b>Description:</b>	<b>Routine Unit Rate (complete work within 10 working days)</b>
1.	Tree Removal (less than 4")	\$92.77
2.	Tree Removal (4" to 12")	\$434.88
3.	Tree Removal (13" to 24")	\$794.34
4.	Tree Removal (25" to 36")	\$998.11
5.	Tree Removal (37" to 48")	\$1,497.16
6.	Tree Removal (49" to 60")	\$2,118.24
7.	Tree Removal (61" to 72")	\$3,177.37
8.	Tree Removal (greater than 72")	\$3,812.84
9.	Tree Trimming	\$30.12
10.	Palm Tree Trimming and Pruning	\$45.18
11.	Stump Grinding (less than 24")	\$147.58
12.	Stump Grinding (24" than 48")	\$225.53
13.	Stump Grinding (greater than 48")	\$600.74
14.	Arborist Rate (Upon Request)	\$120.00
<b>EMERGENCY UNIT RATES</b>		
<b>Item No:</b>	<b>Description:</b>	<b>Emergency Unit Rate (complete work within 2 working days)</b>
15.	Tree Removal (less than 4")	\$114.18
16.	Tree Removal (4" to 12")	\$534.96
17.	Tree Removal (13" to 24")	\$977.65
18.	Tree Removal (25" to 36")	\$1,228.44
19.	Tree Removal (37" to 48")	\$1,947.30
20.	Tree Removal (49" to 60")	\$2,607.07
21.	Tree Removal (61" to 72")	\$3,910.60
22.	Tree Removal (greater than 72")	\$4,692.73
23.	Tree Trimming	\$48.92
24.	Arborist Rate (Upon Request)	\$175.00

**BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services**  
**Master Contract #: 19-MCC-DAN-11108**

**EXHIBIT "C"**  
**MINIMUM SPECIFICATIONS**

**SCOPE OF WORK**

Trim or prune trees, remove undesired trees, and dispose of resulting debris as directed by County personnel, as each incident is identified. Separate Purchase Orders will be issued for each incident by individual County departments.

Perform all work meeting the requirements of the American National Standards Institute (ANSI) standard A300 and corresponding Best Management Practices Guidelines. Perform all work without damage to trees, shrubs and other vegetation that are intended to remain in the work area. Perform all work with damage to surrounding structures, buildings, fences, benches, tables, etc.

Prior to beginning work, report and photographically document all damaged fence, fence posts and other appurtenances within the right-of-way or on County property to the appropriate County representative.

**TREE REMOVAL**

Cut and remove trees at the locations specified. When necessary for the protection of public safety, use block and tackle to safely lower the severed branches and trunk sections. Remove the main trunk at or below the ground surface. Ensure trees to remain are not removed or damaged. If trees to remain are damaged, trim or remove damaged trees as directed by the County representative at no cost to the County.

**TREE TRIMMING**

**General:** Trim the trees according to ANSI standard A300 and to the height and width as directed. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing, hazardous and weak branches. Provide oversight or have the work performed by a certified arborist, upon request by the County.

**Crown Reduction:** Ensure the natural shape and structure of the tree should be maintained. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb.

**Palm Tree Trimming and Pruning:** Trim palm trees according to ANSI standard A300. Do not perform "hurricane cuts" and minimize the removal of remnant leaf bases, known as "bootjacks" or "boots".

**STUMP REMOVAL**

Remove stumps (including protruding roots and debris) to a depth of 12 inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.

**DISPOSAL OF DEBRIS**

Dispose of all debris and waste in compliance with all Federal, State, and Local Rules and Regulations. With the approval of the County representative, wood chips or grindings may be distributed in designated areas on the County's property or right-of-way.

**LOCATIONS**

Contractor(s) must provide tree removal, trimming, and stump grinding services on County maintained property and right of ways (ROW) for any County facility or location in St. Johns County, on an as needed basis. Addresses will vary depending on Department requesting the required services. Location address for each incident will be provided to the Contractor(s) by individual County departments when requesting a Proposal for requested services.

**ADDITIONS/DELETIONS**

The County reserves the right to add and/or delete Tree Removal, Trimming & Stump Grinding Services at any County location at any time throughout the duration of the Contract. If at any time the County should require any Tree Removal, Trimming & Stump Grinding Services that are not priced in the Bid, a County representative shall request a proposal for the services in writing. Any addition or removal of services shall be authorized with a Contract Amendment signed by both parties.

## **PURCHASE ORDERS/ PROPOSALS**

St. Johns County will issue purchase orders directly to the Contractor for Tree Removal, Trimming & Stump Grinding Services on an "as needed basis" will be used at the time the order is placed. Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests. Requesting department of any emergency request will follow up with a purchase order.

Pricing proposals submitted by Contractor(s) for work under this contract must be provided to the County Department requesting the services prior to work being performed so that a Purchase Order can be generated. Contractor(s) must submit pricing proposals on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

1. Description of the scope of work to be performed;
2. Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project;
3. Schedule for Completion;
4. List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

There will be no minimum orders. No service charges will be accepted and awarded Contractors(s) must service all County facility locations in St. Johns County. Price must be inclusive of must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW) submitted on Exhibit "A", provided herein.

The Contractor(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be emailed to the awarded Contractor(s). Any necessary changes must be noted in writing and returned to the department within ten (10) working days for acceptance of these changes. NO PRICE CHANGES, OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.

## **EQUIPMENT**

Use equipment designed for the performance of work described herein. Bidder shall provide a list of all equipment that will be used for any services described within the Bid on Attachment "J", provided herein.

Maintain equipment in good repair and operating condition at all times, meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use.

Do not use equipment on the County's property and/or right-of-way that damages pavement, curbs, drainage structures, sidewalks, guardrail, turf areas, fences, boardwalks, buildings, structures or any other assets. Repair damage resulting from work activities at no cost to the County before invoicing for project activities.

Only use climbing spikes on trees that are being removed.

## **EXISTING UTILITIES**

Some trees, stumps, and debris which are to be removed under the contract may be blocked or entangled with overhead or underground power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for utility location and the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

## **QUALITY**

Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

### **SECURITY**

The Contractor shall be responsible for the security of the work area on each project site. The work area shall be restricted to the Contractor-supplied personnel, sub-contractors, the project manager or his designee(s), and state and local inspectors.

### **METHOD OF MEASUREMENT**

Payment will be for the actual measured quantities of work performed and accepted.

When the method of compensation for tree removal is an each pay item, the size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Trees with multiple trunks extending from a common root-base will be measured at a point one half the distance between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for trimming is an each pay item, the payment will be for each tree not per branch. The size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Vegetation with multiple trunks extending from a common root-base will be measured at a point one half the distances between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for stump removal is an each pay item, the size is determined by the measured diameter of the stump rounded to the nearest inch at a point flush with the ground line as determined by the County representative.

### **METHOD OF PAYMENT/ WORKING HOURS**

When the work is designated by the County representative as an emergency, complete the work within two **calendar** days of notification. Compensation will be made according to the emergency column of the bid sheet. Compensation for an immediate response emergencies shall be included in the prices in the emergency column of the bid sheet as listed on Exhibit "A", provided herein. Working at night, on weekends and County holidays is authorized when completing emergency work.

When the work is designated by the County representative as routine, complete the work within ten **working** days of notification. Compensation will be made according to the routine column of the bid sheet as listed on Exhibit "A", provided herein. Perform all work between the hours of ½ hour after sunrise to ½ hour prior to sunset, Monday through Friday. Night, weekend and holiday work is not allowed unless authorized by the County representative.

### **INVOICING AND PAYMENT**

The Vendor will be required to submit invoices promptly after completion of services. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the Vendor to reconcile the purchase order and the Vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Vendor shall submit any invoices to the department placing order upon completion of the approved and authorized services.

**BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services**  
**Master Contract #: 19-MCC-DAN-11108**

**EXHIBIT "D"**

**FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**

**1. Equal Employment Opportunity.**

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Compliance with the Copeland "Anti-Kickback" Act.**

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **3. Contract Work Hours and Safety Standards Act.**

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

### **3. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements, (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

## 7. Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

## 8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**11. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

August 26, 2019

**RE:** Bid No: 19-72; Tree Removal, Trimming & Stump Grinding Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award contracts to Danella Construction Corporation of Florida, Inc., and Southland Specialties, Inc. of Tennessee as the lowest responsive, responsible bidders for **Bid No: 19-72 Tree Removal, Trimming & Stump Grinding Services**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 12:00 PM, Thursday, August 29, 2019.

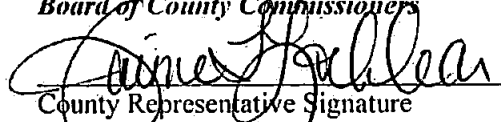
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. 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 the attention, Erin Edwards, MAOL, CPP, Procurement Coordinator in the Purchasing Department at [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

Sincerely,

*St. Johns County  
Board of County Commissioners*

  
County Representative Signature

Date: 8/26/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Benjamin W. Bright, P.E., Road & Bridge Manager  
**FROM:** Erin Edwards, MAOL, CPP, Procurement Coordinator  
**SUBJECT:** Bid No. 19-72; Tree Removal, Trimming & Stump Grinding Services  
**DATE:** July 31, 2019

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 August 26, 2019

Budget Amount Varies by Department

Account Funding Title Varies by Department

Funding Charge Code Varies by Department

Award to Southland Specialties, Inc. and Danella Construction of FL, Inc.

Award Amount \$197,510.40 / \$224,315.05

Description	Danella Construction Corporation of Florida, Inc.	Southland Specialist, Inc. of Tennessee
<b>ROUTINE UNIT RATES (complete work within 10 working days)</b>		
Tree Removal (less than 4")	\$92.77	\$72.80
Tree Removal (4" to 12")	\$434.88	\$358.40
Tree Removal (13" to 24")	\$794.34	\$649.60
Tree Removal (25" to 36")	\$998.11	\$1,064.00
Tree Removal (37" to 48")	\$1,497.16	\$1,456.00
Tree Removal (49" to 60")	\$2,118.24	\$2,016.00
Tree Removal (61" to 72")	\$3,177.37	\$2,352.00
Tree Removal (greater than 72")	\$3,812.84	\$2,912.00
Tree Trimming	\$30.12	\$39.20
Palm Tree Trimming and Pruning	\$45.18	\$28.00
Stump Grinding (less than 24")	\$147.58	\$5.60 per inch
Stump Grinding (24" to 48")	\$225.53	\$4.48 per inch
Stump Grinding (greater than 48")	\$600.74	\$3.36 per inch
Arborist Rate (Upon Request Only)	\$120.00	\$100.00
<b>EMERGENCY UNIT RATES (complete work within 2 working days)</b>		
Tree Removal (less than 4")	\$114.18	\$106.40
Tree Removal (4" to 12")	\$534.96	\$459.20
Tree Removal (13" to 24")	\$977.65	\$873.60
Tree Removal (25" to 36")	\$1,228.44	\$1,792.00
Tree Removal (37" to 48")	\$1,947.30	\$2,072.00
Tree Removal (49" to 60")	\$2,607.07	\$2,744.00
Tree Removal (61" to 72")	\$3,910.60	\$3,248.00
Tree Removal (greater than 72")	\$4,692.73	\$3,584.00
Tree Trimming	\$48.92	\$61.60
Arborist Rate (Upon Request Only)	\$175.00	\$100.00

**Contractor(s) Contact Information:**

**Danella Construction Corporation of Florida, Inc.**

581 Washburn Rd  
Melbourne, FL 32934  
P: 321-259-6124  
F: 321-242-0106  
Caitlin Loughran, Manager  
[cloughran@danella.com](mailto:cloughran@danella.com)

**Southland Specialist, Inc of Tennessee**

1093 A1A Beach Blvd. PMB 383  
St. Augustine, FL 32080  
P: 904-471-9757  
F: 904-471-2754  
Timothy Praay  
[timothyjlynn@bellsouth.net](mailto:timothyjlynn@bellsouth.net)

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** Tree Removal, Trimming & Stump Grinding Services

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

**OPENED BY**

Erin Edwards EE

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

**TABULATED BY**

Shelly Vongchanta SV

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

**VERIFIED BY**

Erin Edwards EE

**BID NUMBER** 19-72

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT

**OPENING DATE/TIME** July 31, 2019 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

**POSTING DATE/TIME** 07/31/19 3:00pm

UNTIL

08/05/19

3:00pm

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	Total Unit Rate Price - Routine Services	Total Unit Rate Price- Emergency Services	Total Unit Rate Price Submittal	Bid Bond	Addendum 1		
Southland Specialties, Inc.	\$158,064.80	\$39,445.60	\$197,510.40	Yes	Yes		
Danella Construction Corp of FL, Inc.	\$185,072.86	\$39,242.19	\$224,315.05	Yes	Yes		

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

BID NO: 19-72

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES

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

DATE SUBMITTED: 7/30/19

BID PROPOSAL OF

Danella Construction Corporation of Florida, Inc  
Full Legal Company Name

581 Washburn Rd, Melbourne, FL 321-259-6024 321-242-0106  
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: 19-72: Tree Removal, Trimming & Stump Grinding 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 RATE PRICE SCHEDULE:

FOR: BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the Total Unit Rate Price submitted below. The submitted Total Unit Rate Price shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

TOTAL UNIT RATE PRICE -ROUTINE SERVICES (Line Items 1-13):

\$ 185,072.86  
Total Unit Rate Price Written in Numerals

One hundred eighty-five thousand seventy-two and 86/100  
Total Unit Rate Price Written in Words

TOTAL UNIT RATE PRICE -EMERGENCY SERVICES (Line Items 15-23):

\$ 39,242.19  
Total Unit Rate Price Written in Numerals

Thirty-nine thousand two hundred forty-two and 19/100  
Total Unit Rate Price Written in Words

TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):

\$ 224,315.05  
Total Unit Rate Price Written in Numerals

Two hundred twenty-four thousand three hundred fifteen and 5/100  
Total Unit Rate Price Written in Words

**EXHIBIT "A"**  
**UNIT RATE PRICES**

Each Bidder shall submit the unit rate prices for each line item as provided below. These unit rate prices shall dictate the total unit rate price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW).

ROUTINE UNIT RATES				
Item No:	Description:	Est. Qty.	Routine Unit Rate (complete work within 10 working days)	Est. Cost
1.	Tree Removal (less than 4")	25	\$92.77	\$2,319.25
2.	Tree Removal (4" to 12")	100	\$434.88	\$43,488.00
3.	Tree Removal (13" to 24")	100	\$794.34	\$79,434.00
4.	Tree Removal (25" to 36")	25	\$998.11	\$24,952.75
5.	Tree Removal (37" to 48")	5	\$1,497.16	\$7,485.80
6.	Tree Removal (49" to 60")	3	\$2,118.24	\$6,354.72
7.	Tree Removal (61" to 72")	1	\$3,177.37	\$3,177.37
8.	Tree Removal (greater than 72")	1	\$3,812.84	\$3,812.84
9.	Tree Trimming	150	\$30.12	\$4,518.00
10.	Palm Tree Trimming and Pruning	150	\$45.18	\$6,777.00
11.	Stump Grinding (less than 24")	10	\$147.58	\$1,475.80
12.	Stump Grinding (24" to 48")	3	\$225.53	\$676.59
13.	Stump Grinding (greater than 48")	1	\$600.74	\$600.74
14.	Arborist Rate	Upon Request	\$120.00	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 1-13):</b>				<b>\$185,072.86</b>
EMERGENCY UNIT RATES				
Item No:	Description:	Est. Qty.	Emergency Unit Rate (complete work within 2 working days)	Est. Cost
15.	Tree Removal (less than 4")	1	\$114.18	\$114.18
16.	Tree Removal (4" to 12")	1	\$534.96	\$534.96
17.	Tree Removal (13" to 24")	15	\$977.65	\$14,664.75
18.	Tree Removal (25" to 36")	5	\$1,228.44	\$6,142.20
19.	Tree Removal (37" to 48")	3	\$1,947.30	\$5,841.90
20.	Tree Removal (49" to 60")	1	\$2,607.07	\$2,607.07
21.	Tree Removal (61" to 72")	1	\$3,910.60	\$3,910.60
22.	Tree Removal (greater than 72")	1	\$4,692.73	\$4,692.73
23.	Tree Trimming	15	\$48.92	\$733.80
24.	Arborist Rate	Upon Request	\$175.00	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 15-23):</b>				<b>\$39,242.19</b>

**TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):**

\$ 224,315.05

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

No.: 1 Date Received: 7/29/19

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 not less than one thousand dollars (\$1,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract 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 Owner, 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.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 23, 2019

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: BID No: 19-72; Tree Removal, Trimming & Stump Grinding Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

*Statements: There was a formatting issue on Attachment B and the Bid Bond form.*

1. Revised Attachment "B" form: See attached.
2. Revised Bid Bond form: See attached.

**THE BID DUE DATE REMAINS: Wednesday, July 31, 2019 at 2:00 P.M.**

Acknowledgment

*Caitlin Loughran* 7/30/19  
Signature and Date

*Caitlin Loughran, Manager*  
Printed Name and Title

*Danella Construction Corp. of FL, Inc*  
Company Name (Print)

Sincerely,

*Erin Edwards*  
Erin Edwards, MAOL, CPP  
Procurement Coordinator  
Purchasing Department

END OF ADDENDUM #1

**CORPORATE/COMPANY**

Full Legal Company Name: Danella Construction Corporation of Florida, Inc (Seal)

By: [Signature]  
Signature of Authorized Representative

Thomas M Schindke, Vice President  
(Name & Title typed or printed)

By: [Signature]  
Signature of Authorized Representative

Caitlin Loughran, Manager  
(Name & Title typed or printed)

Address: 581 Washburn Rd, Melbourne, FL 32934

Telephone No.: (321) 259-6124

Fax No.: (321) 242-0106

Email Address for Authorized Company Representative: cloughran@danella.com

Federal I.D. Tax Number: 59-2453991

DUNS #: 13-196-5626  
(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" - Affidavit
- Attachment "B" - Certificate as to Corporate Principal
- Attachment "C" - License/Certification List
- Attachment "D" - List of Proposed Sub-Contractors
- Attachment "E" - Conflict of Interest Disclosure Form
- Attachment "F" - Drug-Free Workplace Form
- Attachment "G" - Proof of Insurance
- Attachment "H" - Claims, Liens, and Litigation History
- Attachment "I" - References
- Attachment "J" - List of Equipment

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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: 19-72

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 Thomas Schinske who being duly sworn, deposes and says he is Vice President (Title) of the firm of Danella Construction Corp. of FL, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for BID NO: 19-72. Tree Removal, Trimming & Stump Grinding Services, in St. Johns County, Florida.

The affiant further states that no more that 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.

Danella Construction Corp. of FL, Inc  
(Bidder)

By: Thomas M. Schinske

Vice President  
(Title)

Sworn and subscribed to me this 29 day  
of July, 2019.

Notary Public: Michele M. Straney

Signature MICHELE M. STRANEY

Printed

My commission Expires: 6/26/2021



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

BID NO: 19-72

**ATTACHMENT "B"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

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

*Not needed due to enclosed check of one thousand dollars (\$1,000.00).*

**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
City of Melbourne Business Tax Receipt	BTR 4874	City of Melbourne	9/30/2019
Underground Utility + Excavation	CUC#56822	State of Florida Construction Industry Board	8/31/2020

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT  
PLEASE DETACH AND CONSPICUOUSLY DISPLAY TO PUBLIC VIEW

\* \* \* N O T I C E \* \* \*

THIS RECEIPT MUST BE RENEWED BY  
9/30/2019

Renewal AFTER 9/30/2019 will result in late  
fees of up to 25% of the annual cost.

City of Melbourne

Local Business Tax Receipt  
FY 2019

BTR 4874



Business Name: DANELLA CONSTRUCTION CORPORATION  
Location: 581 Washburn Rd

Classification:  
118 Professional Office

Comments/Restrictions:

*Jeffrey C Towne*

Issue Date 10/1/2018

Exp Date: 9/30/2019

TAX RECEIPT SHALL BE TRANSFERRED WITHIN 30 DAYS OF CHANGE OF OWNERSHIP OR LOCATION. NOTIFY REVENUE OFFICE UPON CLOSING BUSINESS



RICK SCOTT, GOVERNOR

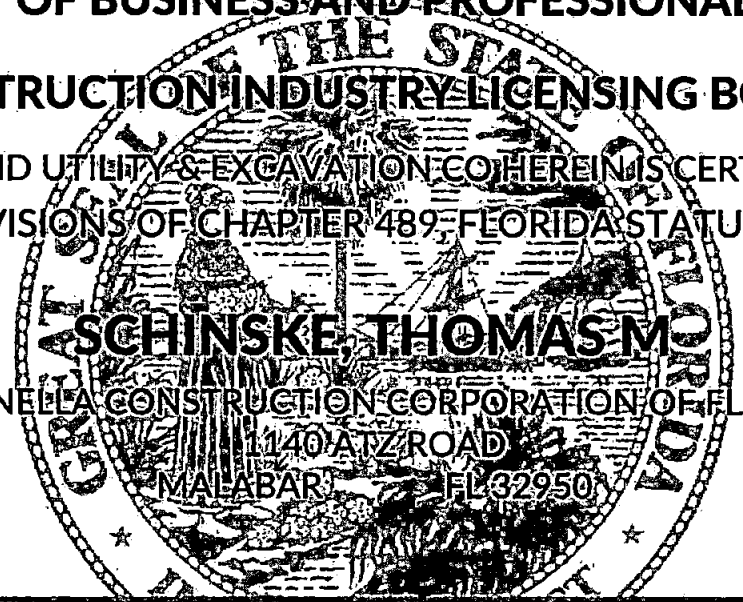
JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**SCHINSKE, THOMAS M.**

DANELLA CONSTRUCTION CORPORATION OF FL INC

1140 ATZ ROAD

MALABAR FL 32950

**LICENSE NUMBER: CUC056822**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BID NO: 19-72

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: Bid No: 19-72; Tree Removal, Trimming & Stump Grinding 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 Contractor'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:

~~Caitlin Loughran~~ Danella Construction Corporation  
of Florida, Inc

Authorized Representative(s) :

~~Thomas M. Schirke~~ Thomas M. Schirke, Vice President  
Signature Print Name/Title

Caitlin Loughran  
Signature Caitlin Loughran, Manager  
Print Name/Title

BID NO: 19-72

ATTACHMENT "F"

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that:

Danella Construction Corp. of FL, Inc does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Carlin Lopez  
Signature

7/30/19  
Date

**BID NO: 19-72**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

Client#: 480

TOTALRISK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: The Simkiss Agency, Inc. CONTACT NAME: P. Bowers. INSURER(S) AFFORDING COVERAGE: INSURER A: Amer Contractors Inc Co RRG, INSURER B: ACIG Insurance Company, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Workers Compensation, etc.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Above insurance coverages are applicable to Danella Companies, Inc., et al and Danella Construction Corp.

CERTIFICATE HOLDER CANCELLATION

Evidence of Insurance SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Brian C Block

ATTACHMENT "H"

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration. *N/A*
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
- 4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

*N/A*

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No  If yes, please explain in detail:

- 6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? *N/A*

- 7. List the status of all pending claims currently filed against your company:

*NONE*

**Liquidated Damages**

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: AT+T  
 Date(s) of Service: October 2017 (Job # 7E42408N)  
 Project Information (Type of System): Tree trimming providing a 36" radius for 5700' around communication lines as well as two tree removals  
 Primary Reference Contact Name and Title: Fred Smith, Manager  
 Contact Phone Number: 561-329-4076  
 Contact Email Address: fs1085@att.com

\*\*\*\*\*

2. Reference Company Name: AT+T  
 Date(s) of Service: December 2018  
 Project Information (Type of System): Removal of 14 trees in one night shift due to MOT restrictions (Job # 93N20014N)  
 Primary Reference Contact Name and Title: Kevin Loiselle, Senior Sourcing Specialist  
 Contact Phone Number: 772-332-7190  
 Contact Email Address: kl6471@att.com

\*\*\*\*\*

3. Reference Company Name: AT+T  
 Date(s) of Service: March 2019  
 Project Information (Type of System): Tree trimming providing a 36" radius around communication lines for 1992'. (Job # 9E854400N)  
 Primary Reference Contact Name and Title: Phil Sommers, Network Mgr. Construction and Engineering  
 Contact Phone Number: 772-532-5006  
 Contact Email Address: ps7975@att.com

\*\*\*\*\*

4. Reference Company Name: AT&T  
Date(s) of Service: March 2019  
Project Information (Type of System): Tree removals and 10,350' of trimming providing a radius around communication lines (Job # 7E845585)  
Primary Reference Contact Name and Title: Fred Smith, Manager  
Contact Phone Number: 561-329-4076  
Contact Email Address: fs1085@att.com

\*\*\*\*\*

5. Reference Company Name: AT&T  
Date(s) of Service: March 2019  
Project Information (Type of System): Two tree removals including removal of tree growing around cable (Job # RWF9B0026)  
Primary Reference Contact Name and Title: Phil Sommers, Network Mgr. Construction and Engineering  
Contact Phone Number: 772-532-5006  
Contact Email Address: ps7975@att.com

\*\*\*\*\*

6. Reference Company Name: AT&T  
Date(s) of Service: February and June 2019  
Project Information (Type of System): Tree trimming for 1500' around communication cables. (Job # 93N15526N)  
Primary Reference Contact Name and Title: Jackie Zirkle, Network Mgr. Construction and Engineering  
Contact Phone Number: 321-586-6372  
Contact Email Address: jz1327@att.com

Please also see attached letter

July 30, 2019

Erin Edwards  
St. Johns County Purchasing  
500 San Sebastian View St  
St. Augustine FL 32084

Re: Bid No 19-72 Tree Removal, Trimming, & Stump Grinding Services

Dear Ms. Edwards,

Please accept this letter as an additional form to Attachment "I" References. Danella Construction Corporation of Florida, Inc (*Danella*) has several offices throughout the state of Florida including nearby Jacksonville and Daytona. During the last 15 years we have completed tree trimming and removals for AT&T in a variety of municipalities.

Danella's Cocoa office joined the tree trimming activities as of September 2017 and this office would be taking the lead on this contract if Danella were awarded the work. While Danella has not held a contract for a municipality for tree trimming, we do hold several municipality contracts for underground utility and fiber optic work. We are familiar with a municipality work due to these contracts and are looking to become involved with the tree trimming and removal aspect directly for municipalities as well.

Danella's Tree Supervisor that would be your field contact for this work has over 17 years total experience in tree trimming, removals, and stump grinding including being a Certified Top Line Clearance Trimmer and being Certified in Danger Tree Removal.

Please don't hesitate to contact us if you have any further questions about our tree trimming experience.

Thank you for the opportunity!

Sincerely,



Caitlin Loughran

BID NO: 19-72

ATTACHMENT "J"

LIST OF EQUIPMENT

In the space below, the Bidder shall list and provide details of all the equipment that will be used for Tree Removal, Trimming & Stump Grinding Services.

Equipment	Year Made	Quantity	Details
Bucket Truck with chip dump bed	2013	1	Ford F-750 with 60' Terex Boom
Wood Chipper	2016	1	Vermeer BC1800
Track Bucket	2008	1	33' Skylift Mini Derrick
Stump Grinder	2010	1	Vermeer SC60TX
Bucket Truck with chip dump bed	2011	1	Ford F-750 with 60' Terex Boom
Wood Chipper	2015	1	Vermeer BC1000
Mini Bucket Truck	2012	1	Dodge 5500 with 25' Altec Boom
Mini Dump Truck	2016	1	Dodge 3500 5 ton Dump Truck
Crane Truck	2004	1	Volvo with 70' National Crane

BID NO: 19-72

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  
Tree Removal, Trimming & Stump Grinding 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.

Not needed due to enclosed check of  
One thousand dollars (\$1,000.00).

**BID NO: 19-72**

**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**

BID NO: 19-72

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES

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

DATE SUBMITTED: 7-30-2019

BID PROPOSAL OF

Southland Specialties, Inc. of Tennessee

Full Legal Company Name

1093 AIA Beach Blvd, PMB 383

904-471-9757

904-471-2754

Mailing Address St. Augustine, FL 32080

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: 19-72; Tree Removal, Trimming & Stump Grinding 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 RATE PRICE SCHEDULE:

FOR: BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the Total Unit Rate Price submitted below. The submitted Total Unit Rate Price shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

TOTAL UNIT RATE PRICE -ROUTINE SERVICES (Line Items 1-13):

\$158,064.80

Total Unit Rate Price Written in Numerals

One Hundred Fifty-eight thousand sixty-four &

80/100

Total Unit Rate Price Written in Words

TOTAL UNIT RATE PRICE -EMERGENCY SERVICES (Line Items 15-23):

\$39,445.60

Total Unit Rate Price Written in Numerals

Thirty-nine thousand Four Hundred Forty-Five &

60/100

Total Unit Rate Price Written in Words

TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):

\$197,510.40

Total Unit Rate Price Written in Numerals

One Hundred ninety-seven thousand Five hundred ten &

40/100

Total Unit Rate Price Written in Words

The Total Unit Rate Price for routine, emergency, and total submittal above shall be the unit rates at the estimated quantities for all items listed on **Exhibit "A"**, provided herein, as well as any and all fees, charges, or other costs associated with the installation of all of the specified items. All costs shall be included in the submitted unit prices for each item, multiplied by the provided quantities, and then added together to determine the Total Unit Rate Prices.

Any discrepancy between the unit prices stated on Exhibit "A" and the Total Unit Rate Prices shall be decided by the Unit Price submitted on Exhibit "A". In the event of a conflict, the Bidder's Total Unit Rate Prices shall be corrected to reflect the estimated unit rates using the Unit Prices from Exhibit "A".

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

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.

**EXHIBIT "A"**  
**UNIT RATE PRICES**

Each Bidder shall submit the unit rate prices for each line item as provided below. These unit rate prices shall dictate the total unit rate price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW).

ROUTINE UNIT RATES				
Item No:	Description:	Est. Qty.	Routine Unit Rate (complete work within 10 working days)	Est. Cost
1.	Tree Removal (less than 4")	25	72.80	\$ 1,820.00
2.	Tree Removal (4" to 12")	100	358.40	35,840.00
3.	Tree Removal (13" to 24")	100	649.60	64,960.00
4.	Tree Removal (25" to 36")	25	1,064.00	26,600.00
5.	Tree Removal (37" to 48")	5	1,456.00	7,280.00
6.	Tree Removal (49" to 60")	3	2,016.00	6,048.00
7.	Tree Removal (61" to 72")	1	2,352.00	2,352.00
8.	Tree Removal (greater than 72")	1	2,912.00	2,912.00
9.	Tree Trimming	150	39.20	5,880.00
10.	Palm Tree Trimming and Pruning	150	28.00	4,200.00
11.	Stump Grinding (less than 24")	10	5.60	56.00
12.	Stump Grinding (24" to 48")	3	4.48	13.44
13.	Stump Grinding (greater than 48")	1	3.36	3.36
14.	Arborist Rate	Upon Request	\$ 100.00	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 1-13):</b>				<b>\$ 158,064.80</b>
EMERGENCY UNIT RATES				
Item No:	Description:	Est. Qty.	Emergency Unit Rate (complete work within 2 working days)	Est. Cost
15.	Tree Removal (less than 4")	1	106.40	\$ 106.40
16.	Tree Removal (4" to 12")	1	459.20	459.20
17.	Tree Removal (13" to 24")	15	873.60	13,104.00
18.	Tree Removal (25" to 36")	5	1,792.00	8,960.00
19.	Tree Removal (37" to 48")	3	2,072.00	6,216.00
20.	Tree Removal (49" to 60")	1	2,744.00	2,744.00
21.	Tree Removal (61" to 72")	1	3,248.00	3,248.00
22.	Tree Removal (greater than 72")	1	3,584.00	3,584.00
23.	Tree Trimming	15	61.60	924.00
24.	Arborist Rate	Upon Request	\$ 100.00	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 15-23):</b>				<b>\$ 39,445.60</b>

**TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):**

\$ 197,510.40

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

No.: 1 Date Received: July 23, 2019

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 not less than one thousand dollars (\$1,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract 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 Owner, 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.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 23, 2019

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: BID No: 19-72; Tree Removal, Trimming & Stump Grinding Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

*Statements: There was a formatting issue on Attachment B and the Bid Bond form.*

1. Revised Attachment "B" form: See attached.
2. Revised Bid Bond form: See attached.

**THE BID DUE DATE REMAINS: Wednesday, July 31, 2019 at 2:00 P.M.**

Acknowledgment

Kendra P. Cuphill 7.30.19  
Signature and Date

Kendra P. Campbell, President  
Printed Name and Title

Southland Specialties, Inc.  
Company Name (Print)

Sincerely,

Erin Edwards  
Erin Edwards, MAOL, CPP  
Procurement Coordinator  
Purchasing Department

END OF ADDENDUM #1

**CORPORATE/COMPANY**

Full Legal Company Name: Southland Specialties Inc. of Tennessee (Seal)

By: Kendra P. Campbell  
Signature of Authorized Representative

Kendra P. Campbell, President  
(Name & Title typed or printed)

By: T. J. Praay  
Signature of Authorized Representative

Timothy J. Praay Executive VP  
(Name & Title typed or printed)

Address: 1093 AIA Beach Blvd. PMB 383, St. Augustine, FL 32080

Telephone No.: (904) 471-9757

Fax No.: (904) 471-2754

Email Address for Authorized Company Representative: timothyjlynn@bellsouth.net

Federal I.D. Tax Number: 62-1592414

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" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – List of Proposed Sub-Contractors
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Drug-Free Workplace Form
- Attachment "G" – Proof of Insurance
- Attachment "H" – Claims, Liens, and Litigation History
- Attachment "I" – References
- Attachment "J" – List of Equipment

Fully Acknowledged Addenda Applicable to this bid



Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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: 19-72

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 Timothy J. Praay who being duly sworn, deposes and says he is Executive Vice President (Title) of the firm of Southland Specialties, Inc. of TN Bidder submitting the attached proposal for the services covered by the bid documents for BID NO: 19-72, Tree Removal, Trimming & Stump Grinding Services, in St. Johns County, Florida.

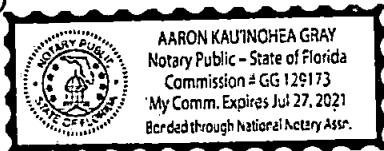
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, 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.

Southland Specialties, Inc. of TN  
(Bidder)

By: [Signature]  
Executive VP  
(Title)

Sworn and subscribed to me this 29 day  
of July, 2019.

Notary Public:  
[Signature]  
Signature  
Aaron Kautinchea Gray  
Printed



My commission Expires: July 27, 2021

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
TTC Advanced	28231	FDOIT	4/28/21
Certified Arborist	FL-6144A	ISA	12/31/21
Pesticide Cert.	CM-19167	FL. Dept. of Agriculture & consumer services	6/30/20
Certified Arborist	FL-6543A	ISA	6/30/22
Utility Arborist Climbing		N. American Training Solutions	_____
Climber Safety		"	_____
Emergency Response Aerial Rescue		"	_____
Emergency Hazard Awareness		"	_____
Web Based Training	17441872	Haskell Safety	_____

# Certificate of Completion

Joshua M. Campbell

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.**

04/28/2021

140

Messler R. Gilchrist

28231

Date Expires

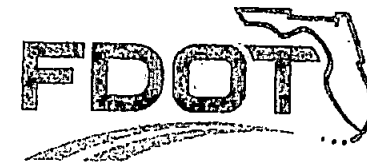
FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council  
Tri-County  
Dade, Broward, Palm Beach,  
metrofloridasafetycouncil.com  
mlyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.motadmin.com](http://www.motadmin.com)



This Certifies that  
Joshua M. Campbell

Has Completed a Florida Department of Transportation Approved  
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 04/28/2021

Certificate # 28231

Instructor: Messler R. Gilchrist FDOT Provider # 140

Metro Florida Safety Council  
Phone: 954-603-1900  
Tri-County  
Dade, Broward, Palm Beach,  
metrofloridasafetycouncil.com  
mlyons@metrofloridasafetycouncil.com



Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

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.



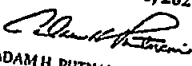
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

License # CM19167  
CAMPBELL, JOSHUA MICHAEL  
1813 S CAPPERO DR  
SAINT AUGUSTINE, FL 32092  
Categories  
6

Issued: June 8, 2017

Expires: June 30, 2020

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



**Timothy Andrew Praay**  
**FL-6543A**

---

Expiration

**ISA Certified Arborist®**

**30 Jun 2022**

**International Society of Arboriculture**

# CERTIFICATE OF COMPLETION

*This Certificate recognizes*

**Ray Taylor**

**For successfully completing the 1 Day  
North American Training Solutions Module**

***Utility Arborist Climbing, Fall Protection & Work  
Positioning***

\_\_\_\_\_  
*Odis Sisk - Instructor  
North American Training Solutions*

\_\_\_\_\_  
*January 29, 2015  
Date of Training*



**NORTH AMERICAN  
TRAINING SOLUTIONS**

# CERTIFICATE OF COMPLETION

*This Certificate recognizes*

**Ray Taylor**

**For successfully completing the 1 Day  
North American Training Solutions Module**

***Climber Safety & Cutting Techniques***

\_\_\_\_\_  
*Odin Sisk - Instructor  
North American Training Solutions*

\_\_\_\_\_  
*January 29, 2015  
Date of Training*



**NORTH AMERICAN  
TRAINING SOLUTIONS**

# CERTIFICATE OF COMPLETION

*This Certificate recognizes*

**Ray Taylor**

**For successfully completing the 1 Day  
North American Training Solutions Module**

***Emergency Response Aerial Rescue***

\_\_\_\_\_  
***Odis Sisk - Instructor***  
***North American Training Solutions***

\_\_\_\_\_  
***January 29, 2015***  
***Date of Training***



**NORTH AMERICAN  
TRAINING SOLUTIONS**

# CERTIFICATE OF COMPLETION

*This Certificate recognizes*

**Ray Taylor**

**For successfully completing the 1 Day  
North American Training Solutions Module**

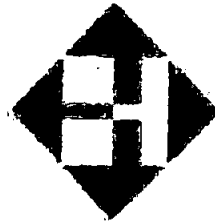
***Emergency Hazard Awareness***

\_\_\_\_\_  
***Odis Sisk - Instructor***  
***North American Training Solutions***

\_\_\_\_\_  
***January 29, 2015***  
***Date of Training***



**NORTH AMERICAN  
TRAINING SOLUTIONS**



**HASKELL**  
America's Design-Build Leader<sup>®</sup>

## CERTIFICATE OF WEB BASED TRAINING

This is to certify that

**RAY TAYLOR**

Has successfully completed

**Haskell Safety Orientation**

The course was developed and presented by ClickSafety

Serial Number: 17441872

Completed: 5/4/2016



17441872

**BID NO: 19-72**

**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**

Assist with Bucket Truck work

TreeCO 126 S. Prairie Lakes Dr.

St. Augustine, FL 32084

\_\_\_\_\_

\_\_\_\_\_

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ATTACHMENT "E"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 19-72; Tree Removal, Trimming & Stump Grinding 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 Contractor'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:

Southland Specialties Inc. of Tennessee

Authorized Representative(s) :

Kendra P. Campbell  
Signature

Kendra P. Campbell, President  
Print Name/Title

T. J. Praay  
Signature

Timothy J. Praay, Executive  
Print Name/Title VP

ATTACHMENT "F"

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Southland Specialties, Inc. of Tennessee does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Kendra P. Cyrill  
Signature

7.30.19

Date

**BID NO: 19-72**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

*see Attached*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Herbie Wiles Insurance Inc. 400 N Ponce de Leon Blvd.  St Augustine FL 32084-3067	<b>CONTACT NAME:</b> Operations Center <b>PHONE (A/C, No, Ext):</b> (904) 829-2201 <b>FAX (A/C, No):</b> (904) 829-2020 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER B:</td> <td>Southern Owners Insurance</td> <td>10190</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Auto Owners Insurance	18988	INSURER B:	Southern Owners Insurance	10190	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Southland Specialties Inc of Tennessee 1093 A1A Beach Blvd PMB 383  St Augustine FL 32080-6733																					


**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 Certificate V.1      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	78638155	07/21/2019	07/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-Owned Auto \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 00		4458587400	07/21/2019	07/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4458587401	07/21/2019	07/21/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

St Johns County, a Political subdivision of the State of Florida 500 San Sebastian View  St Augustine FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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COMMERCIAL GENERAL LIABILITY  
55373 (1-07)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. **Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

59495 (8-11)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION OR NONRENEWAL  
DESIGNATED PERSON(S) OR ORGANIZATION(S)  
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

<b>SCHEDULE</b>	
Number of Days Notice <u>030</u>	
<b>Name Of Designated Person(s) Or Organization(s)</b> ST JOHNS COUNTY	<b>Mailing Address</b> 500 SAN SEBASTIAN VW SAINT AUGUSTINE FL 32084-8686

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	Independence Day 5	<b>CONTACT NAME</b> Aon Risk Services, Inc of Florida	1877/178
		<b>PHONE</b> (A/C, No, Ext): 800-743-8130	<b>FAX</b> (A/C, No): 800-522-7514
		<b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Illinois National Insurance Co	23817
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
 ADP TotalSource CO XXI, Inc.  
 10200 Sunset Drive  
 Miami, FL 33173  
**ALTERNATE EMPLOYER**  
 SOUTHLAND SPECIALTIES INC.  
 1093 A1a Beach Blvd Unit 383  
 St Augustine, FL 32080

**COVERAGES**      **CERTIFICATE NUMBER:** 2590139      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY    199/166 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		9	200/165	20		COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEC    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 080371933 FL	07/15/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	25		10	207/158	21		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All worksite employees working for SOUTHLAND SPECIALTIES INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. SOUTHLAND SPECIALTIES INC. is an alternate employer under this policy.

<b>CERTIFICATE HOLDER</b>  SOUTHLAND SPECIALTIES INC. 1093 A1a Beach Blvd Unit 383 St Augustine, FL 32080	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services, Inc of Florida</i>	AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

ATTACHMENT "H"

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration. none
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. none
- 4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.  
none

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No  If yes, please explain in detail:

- 6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? none

- 7. List the status of all pending claims currently filed against your company:  
none

**Liquidated Damages**

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: Florida Power & Light Company  
 Date(s) of Service: 1999 -> ongoing \$20 million annually  
 Project Information (Type of System): Transmission Powerline  
Right-of-Way Maintenance, Floor & ground work, vegetation management  
 Primary Reference Contact Name and Title: Dan Marsh, Vegetation Manager  
 Contact Phone Number: (386) 547-3394  
 Contact Email Address: dan.marsh@fpl.com

\*\*\*\*\*

2. Reference Company Name: Duke Energy  
 Date(s) of Service: 2007 -> ongoing \$1 million annually  
 Project Information (Type of System): Transmission Powerline  
Right-of-Way Maintenance, Floor & ground work, vegetation management  
 Primary Reference Contact Name and Title: Aaron Borgher, Capital Vegetation Manager  
 Contact Phone Number: (352) 254-0824  
 Contact Email Address: aaron.borgher@duke-energy.com

\*\*\*\*\*

3. Reference Company Name: St. Johns Co. Road & Bridge Dept.  
 Date(s) of Service: 2013 -> ongoing  
 Project Information (Type of System): ROW Maintenance & Facility Maint.  
 Primary Reference Contact Name and Title: Glenn Wilson, ROW Manager  
 Contact Phone Number: (904) 814-2335  
 Contact Email Address: glenn.wilson@sjcfl.us

\*\*\*\*\*

**BID NO: 19-72**

**ATTACHMENT "J"**

**LIST OF EQUIPMENT**

In the space below, the Bidder shall list and provide details of all the equipment that will be used for Tree Removal, Trimming & Stump Grinding Services.

Equipment	Year Made	Quantity	Details
Please see attached			

## **Equipment List**

- Project Manager/Safety Manager (Includes 4x4 pickup, phone and computer)
- Farm Tractor and Attachments
- Tractors and Tree Cutters
- Tractors and Bat Wings
- Tractors and Brush Cutters
- Skid Steer and Tree Cutters
- Skid Steer and Mulcher
- Skid Steer and Attachments (grapple, forks or bucket)
- 1 Ton Service Truck with Mowers
- 4x4 1 Ton Truck and Trailer (4)
- Saw Men/Climbers and Gear
- 4x4 Pickup Truck per 3 Saw Men
- Tandem Dump Truck
- Laborers
- Climbers
- Bucket Truck (2)
- Chip Truck (3)
- 20" Chipper
- 12" Chipper
- Large Stump Grinder
- Small Stump Grinder
- Pickup Trucks
- Loader Truck
- Mini Skid Steer
- Road Tractor with Lowboy Trailer: 5 Axle
- Road Tractor with Lowboy Trailer: 6 Axle (2)
- Road Tractor with Lowboy Trailer: 8 Axle
- Mechanic Truck with Auto Crane
- Oiler/Lube Truck
- Log Truck with Trailer
- Log Truck with 100 yard Live Bottom Chip Trailer (3)
- 40 CY Self Loader Truck
- 70 CY Self Loader Truck with 75 CY Tag Along
- Truck with Big Box and Self Loader 140 CY
- D39 Komatsu with Rake or Straight Blade (2)

- D65 Komatsu with Rake or KG Blade (2)
- CAT D8T with Rake and KG Blade
- CAT D8T LGP with Rake and KG Blade
- 20 Metric Ton Excavator with Live Thumb (2)
- 25 Metric Ton (+) Excavator with Live thumb (2)
- Doosan with Grapple and Hot Saw
- Doosan with Grapple
- Yanmar 10 Metric Ton Excavator with Dirt Blade
- Tub Grinder Rubber Tire (Diamond Z 1463) includes Loader
- Horizontal Grinder Rubber Tire (Diamond Z 4000) includes Loader
- Horizontal Grinder Tracked (Diamond Z4000) includes Loader



St. Johns County Board of County Commissioners

Purchasing Division

**ADDENDUM #1**

July 23, 2019

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** BID No: 19-72; Tree Removal, Trimming & Stump Grinding Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Erin Edwards, MAOL, CPP; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

*Statements: There was a formatting issue on Attachment B and the Bid Bond form.*

1. Revised Attachment "B" form: See attached.
2. Revised Bid Bond form: See attached.

**THE BID DUE DATE REMAINS: Wednesday, July 31, 2019 at 2:00 P.M.**

Acknowledgment

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Erin Edwards".

Erin Edwards, MAOL, CPP  
Procurement Coordinator  
Purchasing Department

**END OF ADDENDUM #1**



**BID NO: 19-72**

**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  
**Tree Removal, Trimming & Stump Grinding 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: 19-72**

**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**



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

**BID NO: 19-72**

**TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
904.209.0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Final 6/26/19**

## **TABLE OF CONTENTS**

### **FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, and Litigation History

“I” – References

“J” – List of Equipment

Bid Bond Form

### **SERVICE SPECIFICATIONS**

**BID NO: 19-72**

**NOTICE TO BIDDERS**

Notice is hereby given that bids will be received until 2:00 P.M. on Wednesday, July 31, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **BID NO: 19-72; Tree Removal, Trimming & Stump Grinding 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 given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit responses from interested and qualified Contractors to provide all supervision, labor, tools, equipment, fuel, disposal and other associated services necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of ways (ROW). Tree Removal, Trimming & Stump Grinding Services will be identified by County, or an authorized representative.

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website [www.demandstar.com](http://www.demandstar.com), by requesting Document # 19-72. 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>. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before five o'clock (5:00PM) EDST, on Monday, July 15, 2019, to the Designated Point of Contact provided below:

**Designated Point of Contact:** Erin Edwards, MAOL, CPP  
**Procurement Coordinator**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us)  
Phone: (904)209-0164 / Fax: (904)209-0165

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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.

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: 19-72; Tree Removal, Trimming & Stump Grinding 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 if 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](http://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 Owner 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 Owner 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 Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner 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 Designated Point of Contact for this Bid is Mrs. Erin Edwards, MAOL, CPP, Procurement Coordinator, St. Johns County Purchasing Department; [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**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.**

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before **5:00PM EDST on Monday, July 15, 2019**, 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. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

**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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00pm on Wednesday, July 31, 2019. 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 entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and 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: 19-72; Tree Removal, Trimming & Stump Grinding 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 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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.

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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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 Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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 **one thousand dollars (\$1,000.00)**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the 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 Owner, 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 Owner 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.

### **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.

### **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.

### **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 Addendum 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 Total Annual amounts 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 Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

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

**Rejection of Bids:** The Owner 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 total unit rate price, 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.

### **PRICING**

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Unit Prices, multiplied by quantities shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific project.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

### **INVOICING**

The Contractor shall submit an invoice to the appropriate SJC Department upon completion of the approved and authorized services. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the SJC

Departments as stated below:

SJC Parks & Recreation Attn: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Road & Bridge Attn: Jennifer Kinlaw 2750 Industry Center Rd St. Augustine, FL 32084	SJC Fire Service Admin Attn: Amy Land 3657 Gaines Road St. Augustine, FL 32084	SJC Facilities Maint Attn: Diane Boone 2416 Dobbs Road St. Augustine, FL 32086
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SJC Ag Center Attn: Amy Law 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations Attn: Asha Rimel 500 San Sebastian View St. Augustine, FL 32084	SJC Utility Dept Attn: Kathy Kelshaw 1205 State Road 16 St. Augustine, FL 32084
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St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

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

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

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

#### **MIMUMUM QUALIFICATION OF CONTRACTORS**

Bidders must be fully licensed to do business in the State of Florida, and possess a Local Business Tax Receipt for St. Johns County, FL.

Prime bidders are also required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid.

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.

The Bidder must provide proof of three (3) years of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit Attachment "I" References Form with the submitted bid. The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Bidders to whom award of a contract is under consideration shall submit to the County, upon 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.

### **BACKGROUND CHECKS**

The awarded Contractor shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.

The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

### **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 Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements, the more stringent shall apply.

### **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.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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



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

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

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

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

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

### **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.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

### **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

- (1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.
- (2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, 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: 19-72

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES

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: 19-72; Tree Removal, Trimming & Stump Grinding 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 RATE PRICE SCHEDULE:**

**FOR:** BID NO: 19-72; Tree Removal, Trimming & Stump Grinding Services

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the Total Unit Rate Price submitted below. The submitted Total Unit Rate Price shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

**TOTAL UNIT RATE PRICE –ROUTINE SERVICES (Line Items 1-13):**

\_\_\_\_\_  
Total Unit Rate Price Written in Numerals

/ 100

\_\_\_\_\_  
Total Unit Rate Price Written in Words

**TOTAL UNIT RATE PRICE –EMERGENCY SERVICES (Line Items 15-23):**

\_\_\_\_\_  
Total Unit Rate Price Written in Numerals

/ 100

\_\_\_\_\_  
Total Unit Rate Price Written in Words

**TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):**

\_\_\_\_\_  
Total Unit Rate Price Written in Numerals

/ 100

\_\_\_\_\_  
Total Unit Rate Price Written in Words

The Total Unit Rate Price for routine, emergency, and total submittal above shall be the unit rates at the estimated quantities for all items listed on **Exhibit "A"**, provided herein, as well as any and all fees, charges, or other costs associated with the installation of all of the specified items. All costs shall be included in the submitted unit prices for each item, multiplied by the provided quantities, and then added together to determine the Total Unit Rate Prices.

Any discrepancy between the unit prices stated on Exhibit "A" and the Total Unit Rate Prices shall be decided by the Unit Price submitted on Exhibit "A". In the event of a conflict, the Bidder's Total Unit Rate Prices shall be corrected to reflect the estimated unit rates using the Unit Prices from Exhibit "A".

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

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.

**EXHIBIT "A"**  
**UNIT RATE PRICES**

Each Bidder shall submit the unit rate prices for each line item as provided below. These unit rate prices shall dictate the total unit rate price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Rate Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW).

ROUTINE UNIT RATES				
Item No:	Description:	Est. Qty.	Routine Unit Rate (complete work within 10 working days)	Est. Cost
1.	Tree Removal (less than 4")	25		
2.	Tree Removal (4" to 12")	100		
3.	Tree Removal (13" to 24")	100		
4.	Tree Removal (25" to 36")	25		
5.	Tree Removal (37" to 48")	5		
6.	Tree Removal (49" to 60")	3		
7.	Tree Removal (61" to 72")	1		
8.	Tree Removal (greater than 72")	1		
9.	Tree Trimming	150		
10.	Palm Tree Trimming and Pruning	150		
11.	Stump Grinding (less than 24")	10		
12.	Stump Grinding (24" to 48")	3		
13.	Stump Grinding (greater than 48")	1		
14.	Arborist Rate	Upon Request	\$	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 1-13):</b>				<b>\$</b>
EMERGENCY UNIT RATES				
Item No:	Description:	Est. Qty.	Emergency Unit Rate (complete work within 2 working days)	Est. Cost
15.	Tree Removal (less than 4")	1		
16.	Tree Removal (4" to 12")	1		
17.	Tree Removal (13" to 24")	15		
18.	Tree Removal (25" to 36")	5		
19.	Tree Removal (37" to 48")	3		
20.	Tree Removal (49" to 60")	1		
21.	Tree Removal (61" to 72")	1		
22.	Tree Removal (greater than 72")	1		
23.	Tree Trimming	15		
24.	Arborist Rate	Upon Request	\$	
<b>Total Unit Rate Price (Add Est. Cost for Line Items 15-23):</b>				<b>\$</b>

**TOTAL UNIT RATE PRICE SUBMITTAL (Add Routine and Emergency Total Unit Rate Prices together):**

\$ \_\_\_\_\_

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 not less than one thousand dollars (\$1,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract 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 Owner, 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" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – List of Proposed Sub-Contractors
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Drug-Free Workplace Form
- Attachment "G" – Proof of Insurance
- Attachment "H" – Claims, Liens, and Litigation History
- Attachment "I" – References
- Attachment "J" – List of Equipment

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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: 19-72**

**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: 19-72, Tree Removal, Trimming & Stump Grinding Services, in St. Johns County, Florida.

The affiant further states that no more that 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: \_\_\_\_\_

Notary Public:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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







BID NO: 19-72

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: Bid No: 19-72; Tree Removal, Trimming & Stump Grinding 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 Contractor'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: 19-72**

**ATTACHMENT "F"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 19-72**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

**ATTACHMENT "H"**

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

BID NO: 19-72

TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: \_\_\_\_\_  
 Date(s) of Service: \_\_\_\_\_  
 Project Information (Type of System): \_\_\_\_\_  
 \_\_\_\_\_  
 Primary Reference Contact Name and Title: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_  
 Date(s) of Service: \_\_\_\_\_  
 Project Information (Type of System): \_\_\_\_\_  
 \_\_\_\_\_  
 Primary Reference Contact Name and Title: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_  
 Date(s) of Service: \_\_\_\_\_  
 Project Information (Type of System): \_\_\_\_\_  
 \_\_\_\_\_  
 Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

6. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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



**BID NO: 19-72**

**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  
**Tree Removal, Trimming & Stump Grinding 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: 19-72**

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: 19-72; TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES**  
**MINIMUM SPECIFICATIONS**

**SCOPE OF WORK**

Trim or prune trees, remove undesired trees, and dispose of resulting debris as directed by County personnel, as each incident is identified. Separate Purchase Orders will be issued for each incident by individual County departments.

Perform all work meeting the requirements of the American National Standards Institute (ANSI) standard A300 and corresponding Best Management Practices Guidelines. Perform all work without damage to trees, shrubs and other vegetation that are intended to remain in the work area. Perform all work with damage to surrounding structures, buildings, fences, benches, tables, etc.

Prior to beginning work, report and photographically document all damaged fence, fence posts and other appurtenances within the right-of-way or on County property to the appropriate County representative.

**TREE REMOVAL**

Cut and remove trees at the locations specified. When necessary for the protection of public safety, use block and tackle to safely lower the severed branches and trunk sections. Remove the main trunk at or below the ground surface. Ensure trees to remain are not removed or damaged. If trees to remain are damaged, trim or remove damaged trees as directed by the County representative at no cost to the County.

**TREE TRIMMING**

**General:** Trim the trees according to ANSI standard A300 and to the height and width as directed. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing, hazardous and weak branches. Provide oversight or have the work performed by a certified arborist, upon request by the County.

**Crown Reduction:** Ensure the natural shape and structure of the tree should be maintained. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb.

**Palm Tree Trimming and Pruning:** Trim palm trees according to ANSI standard A300. Do not perform "hurricane cuts" and minimize the removal of remnant leaf-bases, known as "bootjacks" or "boots".

**STUMP REMOVAL**

Remove stumps (including protruding roots and debris) to a depth of 12 inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.

**DISPOSAL OF DEBRIS**

Dispose of all debris and waste in compliance with all Federal, State, and Local Rules and Regulations. With the approval of the County representative, wood chips or grindings may be distributed in designated areas on the County's property or right-of-way.

**LOCATIONS**

Contractor(s) must provide tree removal, trimming, and stump grinding services on County maintained property and right of ways (ROW) for any County facility or location in St. Johns County, on an as needed basis. Addresses will vary depending on Department requesting the required services. Location address for each incident will be provided to the Contractor(s) by individual County departments when requesting a Proposal for requested services.

**ADDITIONS/DELETIONS**

The County reserves the right to add and/or delete Tree Removal, Trimming & Stump Grinding Services at any County location at any time throughout the duration of the Contract. If at any time the County should require any Tree Removal, Trimming & Stump Grinding Services that are not priced in the Bid, a County representative shall request a proposal for

the services in writing. Any addition or removal of services shall be authorized with a Contract Amendment signed by both parties.

### **PURCHASE ORDERS/ PROPOSALS**

St. Johns County will issue purchase orders directly to the Contractor for Tree Removal, Trimming & Stump Grinding Services on an "as needed basis" will be used at the time the order is placed. Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests. Requesting department of any emergency request will follow up with a purchase order.

Pricing proposals submitted by Contractor(s) for work under this contract must be provided to the County Department requesting the services prior to work being performed so that a Purchase Order can be generated. Contractor(s) must submit pricing proposals on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

1. Description of the scope of work to be performed;
2. Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project;
3. Schedule for Completion;
4. List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

There will be no minimum orders. No service charges will be accepted and awarded Contractors(s) must service all County facility locations in St. Johns County. Price must be inclusive of must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide tree removal, trimming, and stump grinding services on County maintained property and right of way (ROW) submitted on Exhibit "A", provided herein.

The Contractor(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be emailed to the awarded Contractor(s). Any necessary changes must be noted in writing and returned to the department within ten (10) working days for acceptance of these changes. **NO PRICE CHANGES, OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.**

### **EQUIPMENT**

Use equipment designed for the performance of work described herein. Bidder shall provide a list of all equipment that will be used for any services described within the Bid on Attachment "J", provided herein.

Maintain equipment in good repair and operating condition at all times, meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use.

Do not use equipment on the County's property and/or right-of-way that damages pavement, curbs, drainage structures, sidewalks, guardrail, turf areas, fences, boardwalks, buildings, structures or any other assets. Repair damage resulting from work activities at no cost to the County before invoicing for project activities.

Only use climbing spikes on trees that are being removed.

### **EXISTING UTILITIES**

Some trees, stumps, and debris which are to be removed under the contract may be blocked or entangled with overhead or underground power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for utility location and the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

### **QUALITY**

Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

### **SECURITY**

The Contractor shall be responsible for the security of the work area on each project site. The work area shall be restricted to the Contractor-supplied personnel, sub-contractors, the project manager or his designee(s), and state and local inspectors.

### **METHOD OF MEASUREMENT**

Payment will be for the actual measured quantities of work performed and accepted.

When the method of compensation for tree removal is an each pay item, the size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Trees with multiple trunks extending from a common root-base will be measured at a point one half the distance between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for trimming is an each pay item, the payment will be for each tree not per branch. The size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Vegetation with multiple trunks extending from a common root-base will be measured at a point one half the distances between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for stump removal is an each pay item, the size is determined by the measured diameter of the stump rounded to the nearest inch at a point flush with the ground line as determined by the County representative.

### **METHOD OF PAYMENT/ WORKING HOURS**

When the work is designated by the County representative as an emergency, complete the work within two **calendar** days of notification. Compensation will be made according to the emergency column of the bid sheet. Compensation for an immediate response emergencies shall be included in the prices in the emergency column of the bid sheet as listed on Exhibit "A", provided herein. Working at night, on weekends and County holidays is authorized when completing emergency work.

When the work is designated by the County representative as routine, complete the work within ten **working** days of notification. Compensation will be made according to the routine column of the bid sheet as listed on Exhibit "A", provided herein. Perform all work between the hours of ½ hour after sunrise to ½ hour prior to sunset, Monday through Friday. Night, weekend and holiday work is not allowed unless authorized by the County representative.

### **INVOICING AND PAYMENT**

The Vendor will be required to submit invoices promptly after completion of services. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the Vendor to reconcile the purchase order and the Vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Vendor shall submit any invoices to the department placing order upon completion of the approved and authorized services.

## EXHIBIT B

### FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

**1. Equal Employment Opportunity.**

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Compliance with the Copeland “Anti-Kickback” Act.**

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **3. Contract Work Hours and Safety Standards Act.**

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

### **3. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

### **7. Procurement of Recovered Materials.**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

**8. DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**11. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**SEALED BID MAILING LABEL**

**BID NO: 19-72  
TREE REMOVAL, TRIMMING & STUMP GRINDING SERVICES**

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

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 19-72</b>
BID TITLE:	<b>Tree Removal, Trimming &amp; Stump Grinding Services</b>
DUE DATE/TIME:	<b>By 2:00PM – July 31, 2019</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Attn: Erin Edwards 500 San Sebastian View St St. Augustine FL 32084

