

RESOLUTION NO. 2021-394

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 21-111 WEED & PEST CONTROL MAINTENANCE SERVICES FOR ST. JOHNS COUNTY ATHLETIC FIELDS TO AGROWPRO, INC AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.

RECITALS

WHEREAS, the SJC Recreation Department maintains athletic fields throughout St. Johns County on an annual basis. The weed and pest control maintenance services are contracted for multiple years at a time, and the current contract expired, requiring a new solicitation for the required services; and

WHEREAS, the service of Weed & Pest Control Maintenance services requires the contractor to provide any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds or other plants located within the specified sites, and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, and any other pests that are detrimental to the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field.

WHEREAS, through the County's formal Bid process AgrowPro, Inc, was determined to be the lowest, responsive, responsible bidder to perform the services as specified under Bid No: 21-111; 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 serves a public purpose.

WHEREAS, the project will be funded by the SJC Parks & Recreation Department.

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 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields to AgrowPro, Inc, as the lowest, responsive, responsible bidder.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for performance of the services as specifically provided in Bid 21-111.

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 21st day of September, 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeremy R. Blocker
Jeremy R. Blocker, Chair

ATTEST: CLERK OF THE CIRCUIT COURT
& COMPTROLLER: Brandon J. Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 9/23/21





CONTRACT AGREEMENT
Bid No: 21-111; Weed & Pest Control Maintenance Services
for St. Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2021, ("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 **AgrowPro, Inc** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 1339 Kavie Ct, Green Cove Springs, FL 32043; Phone: (904) 449-1299 and Email: Kyle@agrowpro.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, as of the Effective Date shown above, and shall remain in effect for an initial contract term of two (2) calendar years and shall have two (2) available two (2) year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds 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, bonds, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement to provide the performance of weed and pest control maintenance services at specified athletic fields, parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds or other plants located within the specified sites, and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, and any other pests that are detrimental to the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 21-111 and as otherwise provided in the Contract Documents.

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 Unit Pricing detailed on Exhibit "C" for an Annual Price of **one hundred twenty-nine thousand one hundred twenty-eight dollars and zero cents (\$129,128.00)**.
- 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 of the required services as provided 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 shall be delivered to:
- SJC Parks & Recreation
Attn: Jayne Delany
2175 Mizell Road
St. Augustine, FL 32080
- 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 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

ARTICLE 13 – 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 14 – 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 15 - 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 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 throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain 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 16 - INDEMNIFICATION

The Contractor 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 Contractor's errors, omissions, or negligence. The Contractor 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 17 - 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 18 - 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 19 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26– 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 27 – 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 28 – PERFORMANCE BOND

The Contractor shall furnish a Performance Bond to the Owner. Such Bond shall set forth a penal sum in an amount not less than the Total Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Performance Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by both parties, the amount of the bond shall also be so adjusted. The Performance Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner, as provided in the Contract documents.

ARTICLE 29 – 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 30 – 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 31 – 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 32 – 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 33 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the

Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 34 – 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 35 – 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 36 - 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: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

AgrowPro, Inc
Attn: W. Kyle Hutchings
1339 Kavia Ct
Green Cove Springs, FL 32043

ARTICLE 37 - 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 38 –PUBLIC RECORDS

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

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

systems.

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

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

ARTICLE 39 – 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 40 – 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 41 – 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 42 – 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 Agreement on the day and year below noted.

Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480

COUNTY:

St. Johns County, FL

Full Legal Name

By: _____

Signature of County Representative

Leigh A. Daniels, CPPB

Printed Name - County Representative

Purchasing Manager

Printed Title - County Representative

Date of Execution

CONTRACTOR:

AgrowPro, 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

Office of County Attorney

Date of Execution

EXHIBIT "A"

**Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480**

SCOPE OF SERVICES

Definitions

Invasive Plants: An alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

Certified Applicator: A person who has demonstrated, through an examination process, the ability to safely handle and apply restricted-use pesticides

PDMP (Pesticide Discharge Management Plan): Demonstrates integrated pest management strategies, and documents steps taken to reduce pesticide discharges to water of the state

Restricted-Use Pesticides: highly hazardous pesticides that can only be possessed or used by applicators who are certified or licensed

Weed: For the purposes of this bid, any unwanted grass, plant, weed, or other species that may be detrimental to the healthy growth and appearance of the specified locations is considered a "weed".

Pest: For the purposes of this bid, any unwanted bugs, insects, or other organisms that may be detrimental to the healthy growth and appearance of the specified location is considered a "pest". This includes, but is not limited to: mole crickets, army worms, fire ants,

Scope of Work

The scope of work shall include the performance of weed and pest control maintenance services at specified athletic fields, parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds, or other plants located within the specified sites; and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, grubs, mites and any other pests that are detrimental to the health and appearance of the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field.

All athletic fields are Bermuda grass. The Contractor shall be responsible for moving any and all encroaching or invasive grass species from the fields that is not Bermuda grass.

The Contractor is not responsible for treatments for predators feeding on the pests and/or weeds.

The Contractor is required to apply treatment to all areas every thirty (30) calendar days. If any location does not require a full treatment, but may be spot treated to address problem areas, the Contractor is not required to apply a full treatment, and may spot treat as needed. However, the contractor is responsible for maintaining all of the areas included under this bid to be weed and pest free at all times throughout the duration of the contract.

County Locations

The Contractor shall be responsible for performing the required services at all site locations stated herein. The County reserves the right to add and/or delete site locations, change the service frequency of any site locations, and/or change the requirements of the maintenance for any site locations, at any time throughout the duration of the contract, as necessary to properly address the conditions and needs of any of the included sites.

Any and all changes directed by the County shall be in writing to the Contractor. Contract pricing may be adjusted in accordance with the change being made to the services under this Contract.

Scheduling

The Contractor shall coordinate with the SJC Recreation & Parks Superintendent and/or Park Supervisors to work up a treatment schedule for all sites included herein. The Contractor shall provide a draft schedule, in writing, on the first day of each month, for all treatments to be performed throughout the month. This schedule shall be subject to approval from the

SJC Recreation & Parks Superintendent and/or respective Park Supervisors prior to finalizing.

The County Representative shall notify the Contractor, in writing, of any change to the time frame for inspections or maintenance/treatment no less than three (3) consecutive calendar days prior to the scheduled inspection and/or treatment services. The Contractor shall not make any changes to the submitted and approved schedule without explicit approval, in writing, from a designated County Representative

The county has three (3) Park Supervisors and one (1) Superintendent who will be overseeing separate areas throughout the duration of this contract. The Contractor is required to coordinate with these individuals on schedule, treatment, and any other aspects of the services required.

Spray Plan

The Contractor shall use the proposed spray plan as provided by the County under Exhibit "B".

Services

The Contractor shall perform monthly inspections on all included County site locations to determine the progress of the treatment and maintenance services, and to ensure that maintenance and control techniques are achieving desired results.

The Contractor shall provide any and all necessary labor, materials, equipment, transportation, and supervision required to apply insecticides and herbicides to the site locations once every thirty (30) days, at a minimum to treat and/or prevent unwanted and harmful weeds and pests from infesting the specified locations. The Contractor shall not be responsible for applying any fertilizer or seeding for any location included herein, unless otherwise specified.

If at any time between treatments, there is an occurrence, or re-occurrence of weed and/or pest infestation, the Contractor shall be required to retreat any and all areas where the appearance is occurring at no additional cost to St. Johns County. Any reapplication of herbicides or pesticides shall be applied to the entire area where the weeds/pests are occurring after the monthly application. Reapplication shall be performed by the Contractor within five (5) business days of notification from a County Representative of a re-occurrence of weeds and/or pests.

The Contractor shall perform any and all inspections and maintenance/treatment services between the hours of 8:00am and 5:00pm, Monday through Friday, unless specifically instructed by the appropriate, authorized County Representative to perform the services at an alternate time due to public functions, or increased risk of exposure to treatment chemicals to the public. This shall apply to all sites other than school grounds. The Contractor shall perform the required services on school grounds during times other than during school hours or when school activities are taking place, as approved by the designated County Representative.

Access to school properties is optimal during holidays, teacher planning days, or any other weekday the schools are closed. Forty-eight (48) hours notice will be necessary for any visits outside of closure dates during school hours. Please note that giving timely notice does not guarantee access to school properties. Closure dates based on St Johns County District School Master Calendar.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

If there are application rates specified on the Environmental Protection Agency (EPA) label of the product that are required for the application of said product, the Contractor must comply with the label requirements. However, if the application rates are recommended, the Contractor is not required to comply with the label recommendations.

Notifications

The Contractor shall notify the field supervisor of an approximate time of arrival on-site for any unstaffed location. This notification shall be made via telephone call, with an email sent for verification purposes.

The Contractor shall also notify the field supervisor of any emergency situation that would result in the Contractor being unable to perform the required services at any included site as scheduled. The Contractor shall reschedule any missed site(s) for the following day, unless a special event or occupation of the site shall result in the Contractor being unable to perform the services. The Contractor shall be responsible for coordinating any and all rescheduling of services with the SJC Recreation & Parks Department designated representative.

Herbicides, Pesticides & Chemicals

Chemicals used in the performance of the required services shall be approved for such use in the State of Florida by FDEP, and any other regulatory agency having jurisdiction. The Contractor shall be responsible for the proper application of any and all restricted-use pesticides utilized under this Contract. It shall be the responsibility of the Contractor to ensure that such applications are performed so as to protect the surrounding environment, non-target organisms, and the public. The Contractor shall employ appropriate means in accordance with FDEP Herbicide Use Guidelines and shall measure and record wind velocities during any application.

All chemicals utilized by the Contractor for services under this contract shall be in strict accordance with the EPA Label. The Contractor shall be solely liable for any penalty, fines, or damages resulting from the misuse of any chemical, herbicide, or pesticide.

The Contractor shall provide the SJC Parks & Recreation Superintendent with any and all current MSDS information for all proposed herbicides, pesticides, and other chemicals upon the effective date of the Contract. The Contractor shall ensure that any and all MSDS information for all herbicides, pesticides, or other chemicals is available from on-site personnel at all times while performing services for the County. Copies of any and all MSDS information shall also be provided to County Staff, or any requesting individual immediately upon request.

The Contractor shall be required to dispose of any and all herbicide, pesticide and adjuvant containers in accordance with any and all local, state, and federal codes, rules, laws, and guidelines. The Contractor shall be solely responsible for any and all penalties, fines, or damages resulting from improper disposal of any herbicide, pesticide or chemical utilized under this Contract.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

Posting of Signs

The Contractor shall be responsible for posting any and all signs necessary to warn the public of any and all applications and/or treatments that are being performed, or have been performed at any County site location. The Contractor shall only remove any and all posted signs when the potential harm or risk from exposure to any and all chemicals used at the site has dissipated.

Equipment

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

Granular Pesticide Application:

The contractor shall use Precision Ground Driven Positive Displacement metering system equipped machines such as Dry Sprayers to apply granular herbicides and insecticides for weed and insect control. No broadcast units that are not Precision Ground Driven Positive Displacement equipped will be accepted. Examples are spreaders such as Lely, Vikon, AgPro etc. All equipment shall be calibrated as per EPA Label application rates for all products used. The County reserves the right to review all equipment proposed by Bidders to determine acceptability to perform the required services. The County also reserves the right to disallow any piece of equipment proposed by any bidder if, in the County's opinion, the equipment does not meet the requirements of this bid.

Liquid Pesticide Application:

The contractor shall use computer rate controlled spraying systems for broadcast liquid applications of pre-emerge and post emerge herbicides and insecticides. At a minimum, these systems will be able to adjust spray rate while the equipment is on the move by variably controlling the rate of liquid mix delivery based on boom sections turned on, forward speed of the unit determined via a speed sensing system and integrated delivery flow meter. These spray systems will be able to calculate total area covered, tank rate sprayed, sub area tank volume used (field), total area treated (park). No manual spray system for liquids will be accepted. All equipment shall be calibrated as per EPA Label application rates for all products used. The County reserves the right to review all equipment proposed by Bidders to determine acceptability to perform the required services. The County also reserves the right to disallow any piece of equipment proposed by any bidder if, in the County's opinion, the equipment does not meet the requirements of this bid.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number, and shall be in good working condition, with no apparent disrepair or unsightly conditions on any part of the vehicle, vessel, or equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

If there is a certification of the equipment required by the manufacturer of the product, or by any applicable regulatory agency, then the Contractor must comply as required. But, barring such regulations, the County does not require that the equipment used be certified.

Damages

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

Reporting

The Contractor shall provide monthly reports detailing all activities and findings for all sites included under this contract. The report shall state, at a minimum, the following for each location: any and all chemicals used, and quantities applied, date(s) of services performed, any problem areas for each site, any recommendation for additional services not included herein.

EXHIBIT "B"

**Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480**

SPRAY PLAN

| Time of Year | Process | Products Used | Rate Per Acre | Description |
|---|--|---------------------------------------|---------------|--|
| January | Pre-Emerge | *UpEnd Pendimethilum AquaCap Pints | 3.1 | Spray All Areas Pre & Post Emerge Herbicide |
| | Post Emerge Weeds, Mole Crickets | *MSM Ounces Fipronil .1G | 0.5 25 | |
| February | | | | Fipronil application will be contracted out separately by the County |
| March | Pre-Emerge | *Spectacle FLO Ounces | 5 | Spray All Areas Pre & Post Emerge Herbicide - Grub Product CANNOT be removed due to burrowing animal issues |
| | Insect Grubs | *Imidacloprid 2F Ounces | 25.6 | |
| | Post Emerge Weeds | *MSM Ounces | 0.5 | |
| June | Pre-Emerge | Spectacle FLO Ounces | 5 | Spray All Areas Pre * Post Herbicide - Mite Product CANNOT be removed due to past presence of Bermuda grass mites |
| | Insect Mites | *UpStar Gold Bifenthrin Ounces | 20 | |
| | Post Emerge Weeds | *MSM Ounces | 0.33 | |
| | Surfactant | *80/20 Sufactant Ounces | 8.5 | |
| September | Pre-emerge | *Surflan Quarts | 1.5 | Spray all areas Pre & Post Emerge Herbicide - Worm Product CANNOT be removed due to past presence of army & sod web worms |
| | Insect/Worm | *UpStar Gold Bifenthrin Ounces | 10 | |
| | Surfactant | *80/20 Surfactant Ounces | 8.5 | |
| SPOT SPRAY Summer /Fall | Post Emerge Torpedo Grass | *Quincloric 1.5L Ounces | 64 | Spot Spray approximately 45 Acres 2x Annually (90 Acres Total) for Torpedo Grass Suppression |
| | Surfactant | Siliconized Seed Oil Ounces | 22 | |
| SPOT SPRAY Summer | Post Emerge Sedge | *Sedge Hammer Ounces | 1.33 | Spot Spray approximately 45 Acres 1x Annually CANNOT be combined with Torpedo Grass Spraying |
| | Surfactant | *Spreader Sticker Ounces | 8.5 | |
| SPOT SPRAY Fall | Post Emerge Sedge & Other Weeds | *Sulfentrazone 4F Ounces | 10 | Spot Spray Approximately 45 Acres 1x Annually CANNOT be combined with Torpedo Grass Spraying |
| | Surfactant | *80/20 Surfactant Ounces | 8.5 | |
| Fall Army Worm & Insect Callbacks Under Mole Cricket Guarantee | Insect Army Worms | *UpStar Gold Bifenthrin Ounces | 10 | Retreat Sport Spray Approximately 45 Acres 1x Annually. This line item includes Spot Spraying labor for application of Retreat Products for Mole Crickets & Fire Ants on 30 Acres 1-2x that are provided under Fipronil Guarantee |
| | Surfactant | *Spreader Sticker Ounces | 8.5 | |

*Items can only be substituted with prior written approval from County staff, and only for an EQUIVALENT product from an ACTIVE ingredient standpoint. IF products are approved for substitution for an EQUIVALENT then the active ingredient must be the same as the active ingredient in the product listed & the EQUIVALENT applied amount of active ingredient per acre must also be equivalent. Substitution approval shall be based on; pest resistance, pesticide rotation &/or pest condition changes. The SPOT SPRAY application acres for; herbicides, worms &/or mole cricket & fire ant retreat areas are for reference only & may increase or decrease annually based on current present conditions. The acres listed in the SPOT SPRAY are averages of acres sprayed over the past ten years & are provided as an example of potential retreatment requirements. Spot Spray & Retreatment amounts are not limiting & all applications are subject to the general conditions of the contract from an overall performance acceptance standpoint.

EXHIBIT "C"

**Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480**

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 after the beginning of the applicable renewal period.

EXHIBIT "C" (Continued)

**Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480**

| Item # | Field Names/Location | Area (Acres) | Unit Price per Visit | Frequency Per year | Annual Price |
|---------------|---|---------------------|-----------------------------|---------------------------|---------------------|
| 1 | Aberdeen II | 8 | \$388.00 | 12 | \$4,656.00 |
| 2 | Cornerstone Park | 10 | \$485.00 | 12 | \$5,820.00 |
| 3 | Davis Park | 32 | \$1,552.00 | 12 | \$18,624.00 |
| 4 | Durbin Crossing | 9 | \$437.00 | 12 | \$5,244.00 |
| 5 | Fruit Cove School | 5 | \$243.00 | 12 | \$2,916.00 |
| 6 | Gamble Rogers Middle School | 12 | \$582.00 | 12 | \$6,984.00 |
| 7 | Hastings Football Field | 2 | \$97.00 | 12 | \$1,164.00 |
| 8 | Joe Pomar Park | 6 | \$291.00 | 12 | \$3,492.00 |
| 9 | Julington Creek Plantation | 10 | \$485.00 | 12 | \$5,820.00 |
| 10 | Landrum Middle School Athletic Fields | 9 | \$437.00 | 12 | \$5,244.00 |
| 11 | Al Wilkie Baseball Field | 0.75 | \$37.00 | 12 | \$440.00 |
| 12 | Mills Field | 10 | \$485.00 | 12 | \$5,820.00 |
| 13 | Nocatee Park | 10 | \$485.00 | 12 | \$5,820.00 |
| 14 | Osceola Elementary School | 6 | \$291.00 | 12 | \$2,492.00 |
| 15 | Pacetti Bay Middle School | 2.5 | \$122.00 | 12 | \$1,464.00 |
| 16 | Palencia Park | 6 | \$291.00 | 12 | \$3,492.00 |
| 17 | R.B. Hunt Elementary School | 6 | \$291.00 | 12 | \$3,492.00 |
| 18 | Rivertown Park | 10 | \$485.00 | 12 | \$5,820.00 |
| 19 | Switzerland Middle School | 5 | \$243.00 | 12 | \$2,916.00 |
| 20 | Treaty Park | 12 | \$582.00 | 12 | \$6,984.00 |
| 21 | Veterans Park | 25 | \$1,213.00 | 12 | \$14,556.00 |
| 22 | West Augustine Park & Baseball Fields | 9.75 | \$485.00 | 12 | \$5,820.00 |
| 23 | Thompson Baker and Herbie Wiles Baseball Fields | 1.5 | \$75.00 | 12 | \$900.00 |
| 24 | Malcom Jones Field | .5 | \$48.00 | 12 | \$576.00 |
| 25 | Rivertown Soccer Fields | 13 | \$631.00 | 12 | \$7,572.00 |

EXHIBIT "D"

**Bid No: 21-111; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields
Master Contract #: 21-MAINT-AGR-14480**

FEMA 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.

4. 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.

5. 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.

6. 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.

7. 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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 30, 2021

RE: Bid No: 21-111; Weed & Pest Control Maintenance Services for SJC Athletic Fields

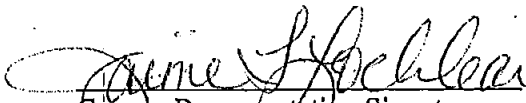
Please be advised that St. Johns County Board of County Commissioners is issuing this Notice of Intent to Award a contract, to AgrowPro, Inc, as the lowest responsive, responsible bidder under Bid No: 21-111; Weed & Pest Control Maintenance Services for SJC Athletic Fields. This notice will remain posted to the St. Johns County Purchasing Division bulletin board until 10:00AM, Thursday, September 2, 2021.

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 Division 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 Procedure 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 Division and are included in the County's Purchasing Procedure Manual. All of the terms and conditions of the County Purchasing Procedure Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Division 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 and execute a contract.

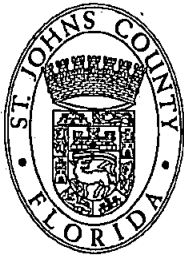
Please forward all questions or inquiries related to this project to Shelly Vongchanta, Procurement Coordinator, at svongchanta@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners


County Representative Signature

Date: 8/30/2021

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
Assistant Director of Purchasing & Contracts
(904) 209-0158 – Direct
jlocklear@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Jamie Baccari, Assistant Director Parks and Recreation
David Cañon, Maintenance Superintendent Parks and Recreation

FROM: Shelly Vongchanta, Procurement Coordinator

SUBJECT: Bid No. 21-111; Weed & Pest Control Maintenance Services for St. Johns County
Athletic Fields

DATE: August 25, 2021

Attached are copies of the bid proposals received for the above mentioned bid 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 to my attention as soon as possible.

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

Department Head Approval *Jamie B*

Date 8/27/21

Budget Amount \$ 130,000

Account Funding Title Contractual Services

Funding Charge Code 0080-53120

Award to Agrowpro, Inc

Award Amount \$129,128.00

BID TITLE

WEED & PEST CONTROL MAINTENANCE SERVICES FOR SJC ATHLETIC FIELDS

ST. JOHNS COUNTY

BID TABULATION

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

OPENED BY

SHELLY VONGCHANTA

TABULATED BY

MALINDA FUSCO

VERIFIED BY

SHELLY VONGCHANTA

BID NUMBER

21-111

OPENING DATE/TIME

August 25, 2021 2:00 PM

POSTING DATE/TIME

FROM 08/26/21 12:00 PM UNTIL 08/31/21 12:00 PM

| BIDDERS | TOTAL ANNUAL BID | | | | | | |
|-------------------------------------|------------------|--|--|--|--|--|--|
| Southeastern Turf Grass Supply, Inc | \$132,716.00 | | | | | | |
| Agrowpro, Inc | \$129,128.00 | | | | | | |
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BID AWARD DATE -