

RESOLUTION NO. 2022 - 405

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 22-111; LANDSCAPE MAINTENANCE FOR SJC FACILITIES TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR EACH REGION IN ACCORDANCE WITH THE BID, AND TO EXECUTE CONTRACTS WITH THOSE BIDDERS FOR PERFORMANCE OF THE SPECIFIED SERVICES.

RECITALS

WHEREAS, there are a large number of Facilities located throughout the County that require ongoing maintenance of the landscape in order to ensure safety and optimize each facility’s operation and maintenance; and

WHEREAS, the scope of services is beyond the ability of the County Departments to maintain with in-house resources, thus requiring the County to establish contracts under which Contractor(s) must provide any and all materials, equipment, supervision, transportation, labor and any other items necessary to maintain the landscape at the specified County Facilities, including, but not limited to mowing, edging, and trimming grass areas, removing trash, clippings and debris from landscape, lawn areas, sidewalks and parking lots, maintaining plant beds and landscape materials in a healthy, growing condition throughout the duration of the Contract; and

WHEREAS, through the County’s Invitation for Bids, four (4) Contractors were identified as the lowest, responsive, responsible Bidder by region, as follows: Northeast Region – Duval Landscape Maintenance; Northwest Region – Kelly Klean, LLC; Southeast Region – Yellowstone Landscape; and Southwest Region – McKinnon Tree & Landscaping, LLC; and

WHEREAS, the County finds that entering into the proposed contracts serves a public purpose; and

WHEREAS, the services will be funded annually by the SJC Utilities Department and the SJC Facilities Management Department for their respective facilities.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No: 22-111; Landscape Maintenance for SJC Facilities to the lowest, responsive, responsible Bidder by region, as provided above.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute contracts in substantially the same form and format as attached for provision of the services as specified in Bid No: 22-111.

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.

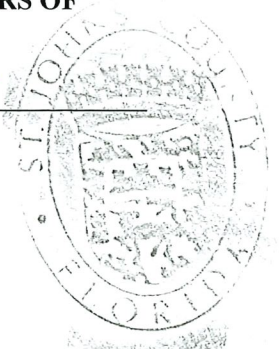
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 1 day of November, 2022.

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller
By: Robin L. Platt
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

Rendition Date NOV 07 2022





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No:

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This General Services Agreement (“Contract”) is made this [redacted] day of [redacted], 20[redacted] (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and [redacted] (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: [redacted], Phone: [redacted], and E-mail: [redacted], for **BID NO.: 22-111; LANDSCAPE MAINTENANCE FOR ST. JOHNS COUNTY FACILITIES.**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the performance of Services under this Agreement, and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This General Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Unit Pricing
- c) Bid Documents, Bid Forms with all Addenda issued thereto for Bid No. 22-111;
- d) Insurance Certificates and Endorsements/Attachments furnished by Contractor.

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any disagreement relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written appeal to the County’s rendered determination within ten (10) calendar days of receipt thereof. Contractor’s appeal shall state clearly and in detail the basis thereof. The appeal shall be submitted to the Assistant Director of Purchasing and Contracts. Failure by the Contractor to submit such appeal to the County’s rendered determination within the ten (10) calendar days shall constitute a waiver the Contractor of all its rights to further appeal or protest, judicial or otherwise. The County’s Assistant Director of Purchasing and Contracts will consider the Contractor’s appeal and render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the County’s decision, Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s Assistant Director of Purchasing and Contracts’ decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on with the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any disagreement related to the Contract Documents. In no event will a disagreement, filing of an appeal, protest, claim or resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for the use in, execution of the Services. Contractor shall have the right to keep one (1) record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall the Contractor, and/or Contractor’s subcontractors use, or permit to be used, any or all of such Contract Documents for any other purposes without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy or as provided herein. Terms defined herein for specific application to this Contract shall govern over definitions of terms provided in the St. Johns County Policy.

1.2.1 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Change Order: A document providing the written modification to a previously issued Contract, adjusting Contract Price, scope of work or completion time.

1.2.5 Contract Price: The sum set forth herein under Article IV based upon the Unit Prices provided for in Exhibit A of this Agreement shall constitute the Contract Price, as may be revised by Amendment. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.6 Contract Term: The timeframe through which this Agreement shall remain in effect, including any Initial Term and any subsequently exercised Renewal Terms.

1.2.7 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.8 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

1.2.9 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Services are performed.

1.2.10 Services: All services specified by the Contract Documents to be performed by the Contractor, including any and all labor, materials, equipment, supplies, transportation, and deliverables to be provided by the Contractor to fulfill the Contractor's obligations under this Agreement.

1.2.11 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Services under this Contract. Contractor shall act as an independent contractor and not as an agent in performing the Services specified herein, and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in the Contract Documents or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Services in accordance with the requirements of the Contract Documents and in accordance with its own methods subject to compliance with the Contract Documents.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Services required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Services, whether temporary or permanent.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove from service any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under the Contract Documents. In the event a person is removed from service, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or property at any Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services performed at any Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Services require by Florida Statute, or other local, state, or federal rule, law, regulation, or code, Contractor shall use only licensed, registered and/or certified personnel to perform the Services.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily perform the Services.

2.3 Cleaning the Jobsite

Contractor shall keep all Jobsites neat and orderly during performance of the Services and shall clean up and remove all waste, rubbish and debris generated by the Contractor. Contractor shall remove from each Jobsite any and all waste, rubbish, debris, tools, equipment, and other items after each visit.

2.4 Access to Work

The County and/or County Representative, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.5 Utilities

If required, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to perform the Services as required by the Contract Documents.

2.6 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services required under the Contract Documents. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Agreement. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.7 Publicity and Advertising

2.7.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.7.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.8 County Furnished Items

2.8.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Services.

ARTICLE III CONTRACT TERM

3.1 Contract Term

3.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of three (3) calendar years (Initial Term), and may be renewed for up to two (2) one (1) year renewal periods (Renewal Term), contingent upon mutual agreement by both parties, continued need of the Services, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only upon the County's determination that the Contractor has satisfactorily performed the Services specified in the Contract Documents.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor under this Agreement. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Work by Contractor, the County shall pay to Contractor as compensation an annual amount not-to-exceed _____ (\$ _____) in accordance with the Unit Prices set forth in Exhibit "A", ("Contract Price"). The Contract Price shall remain firm throughout the duration of the Contract Term unless otherwise revised by Amendment.

4.1.2 Unit prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the performance of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for determining completion of all required Services to be paid under this Agreement. Copies of field notes, computations and other records made by Contractor to verify completion of Services shall be furnished to the County Representative upon request. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the Services performed.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Services under this Agreement, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the Services completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Services satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services have been performed to the level for which payment is requested, that the Services have been properly performed in full accordance with the Contract Documents, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and Suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.5 Withheld Payment

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor persistently fails to fully and timely perform the Services in accordance with the Contract Documents;
- f) Issues of Default are not remedied; or
- g) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Services at any time without adequate Contract Documents. If Contractor performs any portion of the Services where Contractor knows or should know such Services involve a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Services strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsites or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Services.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at each Jobsite. Contractor shall supervise and direct the Services using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Services on behalf of Contractor.

5.2 Authorized Representative

Prior to commencing Services, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsites), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Services to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Services, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Services.

5.4 Final Payment

5.4.1 Upon completion of required Services in the final month of the Contract Term, Contractor may submit a final invoice.

5.4.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.4.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of the Contract Documents. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor's expense.

6.1.8 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE VII CHANGES IN THE SERVICES

7.1 General

7.1.1 The County may, at its sole discretion determine that changes to the required Services are necessary, including, but not limited to, addition or deletion of Locations, changes to frequency of Services, or changes to the service requirements. Such changes shall not be considered official until approved in writing by both parties through a Contract Amendment. Contractor agrees to promptly comply with such orders and proceed with the Services, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, an Amendment or Change Order shall be issued to make any necessary adjustments to this Agreement. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Amendments/Change Orders

Contractor's written acceptance of an Amendment or Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE VIII STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

8.1 Right to Stop Work

If Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Services in such a way that the completed Services will conform to the Contract Documents, the County, may order Contractor to Stop Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to Stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Services

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall pay the County such remaining compensation for accepting defective or nonconforming Services.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Services, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the requirements of the Contract Documents, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to any such extension to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

9.2 Termination

9.2.1 The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, for the County's convenience, or for cause due to the Contractor's default.

9.2.2 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. In such event, Contractor will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Contractor shall not be entitled to compensation or profit for Services not performed.

9.2.3 The County may terminate this Agreement, in whole or in part, for cause, due to the default of the Contractor. In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the requirements in the Contract Documents with which the Contractor is in default. Contractor shall have seven (7) calendar days from receipt of the Notice of Default to cure the default, and remedy the deficiencies specified, or to submit, in writing, an acceptable plan for remedying the deficiencies. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan to remedy the deficiencies, to the satisfaction of the County, within the stated time period, the County shall issue a Notice of Termination, which shall provide the date upon which this Agreement shall be terminated for cause due to failure to cure the default. Upon termination of this Agreement for cause, the County may, at its option, take over and prosecute the Services. In such case, the Contractor shall be liable to the County for all reasonable additional costs incurred by the County in prosecuting the Services.

9.2.4 Upon receipt of such termination notice Contractor shall immediately stop all Services and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all Services. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

9.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to perform the Services under this Agreement shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

10.1.3 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be constructed to mean acceptance of such Services by the County, or, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.4 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services.

10.1.5 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of Services under this Agreement.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of Services under this Agreement.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Agreement.

ARTICLE XI INSURANCE

11.1 Contractor’s Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Services shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until expiration of the Contract Term.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Contractor

including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Agreement limits Contractor to the minimum required insurance coverages found in this Article XI.

11.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Agreement, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

11.3 Workers Compensation & Employer’s Liability

Contractor shall procure and maintain during the life of this Agreement, adequate Workers’ Compensation Insurance and Employer’s Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 and 11.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor’s Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or

any other County payment obligation arising out of this Agreement, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming Services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract Documents shall be St. Johns County, Florida.

12.5 Modifications, Amendments, Waivers, and Extensions

This Agreement may not be modified, amended, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

12.6 Assignment

Contractor shall not assign the Services or this Agreement, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Services performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract Documents, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under

or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.9 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Agreement.

12.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.12 Entire Contract

This Agreement, together with the Contract Documents enumerated in Section 1.1.1, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

12.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

12.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.15.5 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.

12.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 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. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.16 Public Records

12.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

12.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels, Purchasing Manager
Email Address: ldaniels@sjcfl.us

XXXXX Company
Address
Any City, FL 32000
Attn: xxxxxxxx
Email Address:

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
(Printed Name)

Assistant Director of Purchasing & Contracts
(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

Contractor

(Typed Name) (Seal)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

October 10, 2022

Bid No: 22-111; Landscape Maintenance for St. Johns County Landscaping

St. Johns County hereby issues this Notice of Intent to Award to: Region A – Duval Landscape Maintenance, Region B – Kelly Klean, LLC, Region C – Yellowstone Landscape, and Region D – McKinnon Tree & Landscaping as the lowest, responsive, responsible Bidder's under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jordy Fusco, MA, CPM, NIGP-PPA, Procurement Coordinator, via email at mfusco@sjcfl.us or phone at 904-209-0164.

St. Johns County, FL
Board of County Commissioners
Purchasing Division

A blue ink signature of Jaime T. Locklear is written over a horizontal line.

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

Date: 10/10/2022



ST. JOHNS COUNTY, FL
 BID TABULATION

REVISED 10/19/22

OPENING DATE: 10/5/2022
 OPENED BY: Jordy Fusco
 VERIFIED BY: Greg Lulkoski
 POSTING DATE: 10/19/2022

BID NO./TITLE: 22-111; Landscape Maintenance for SJC Facilities

BIDDERS	A - Northeast Region Pricing Worksheet Total	B - Northwest Region Pricing Worksheet Total	C - Southeast Region Pricing Worksheet Total	D - Southwest Region Pricing Worksheet Total
Kelly Klean, LLC		\$104,200.00		
Southern Property Management Services		\$134,700.00		
McKinnon Tree & Landscapping, LLC				\$99,950.00
Verdego Landscape			\$135,052.00	
Duval Landscape Maintenance	\$312,948.56			
Griffin Lawn and Landscaping, LLC				\$131,300.00
Quality Maintenance Professionals		\$153,000.00		
Yellowstone Landscape - Southeast, LLC			\$95,279.98	

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.