

RESOLUTION NO. 2025 - 179

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT #04, UNDER MASTER CONTRACT NO: 23-GSA-MER-18029, WITH MERRELL BROS., INC, FOR BIOSOLIDS HAULING, WHICH SHALL SERVE TO EXERCISE THREE (3) ONE-YEAR RENEWAL PERIODS, AND SET A NEW UNIT PRICE.

RECITALS

WHEREAS, the County entered into a Contract with Merrell Bros., Inc, in 2023 to perform the hauling and disposal of biosolids for the SJC Utility Department, under IFB #23-48. The Contract provides up to three (3), one-year renewal terms, exercisable by the County, provided there is satisfactory performance by the Contractor, availability of lawfully appropriated funds, and continued need for the services; and

WHEREAS, due to the request from the Contractor to adjust the Unit Price, the Contractor and the County agreed to exercise all three (3) renewal periods, for the purposes of locking in the Unit Price for the duration of the renewal period. The requested Unit Price is \$106.26 per ton, which is an amount beyond what the Contract allows. However, the amount aligns similarly within the pricing currently in the industry for this type of services, especially given regulatory changes which have impacted the availability for disposal facilities to take these materials; and

WHEREAS, the County finds that executing this Amendment serves a public purpose, and the contract will be in substantial conformance with the attached draft.

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 findings of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment #04 under Master Contract No: 23-GSA-MER-18079, with Merrell Bros., Inc, under IFB No: 23-48; Biosolids Hauling for SJC Utility Department, which shall exercise three (3) renewal periods, adjust the Unit Price, and establish a fuel index adjustment parameter.

Section 3. 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.

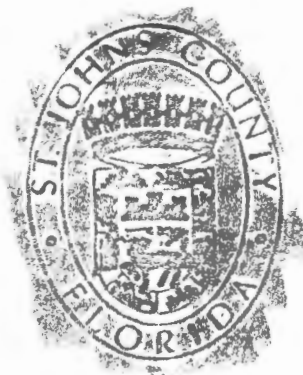
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of may, 2025.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk





CONTRACT AMENDMENT NO: 04
Bid No: 23-48; Utility System Biosolid Hauling
Master Contract No: 23-GSA-MER-18029

May 8, 2025

Merrell Bros., Inc.
8811 W. 500 N.
Kokomo, IN, 46901

Contract Amendment No: 04 is hereby issued to amend the above referenced Master Contract as follows:

1. County hereby exercises all three (3) renewal options, available under the Contract. It is expressly understood, that exercising all three (3) renewals does not prevent the County from terminating the Contract, in accordance with the provisions of the Contract at any time during this three (3) year period.
2. The Contract Term is hereby extended for a period of three (3) calendar years from June 1, 2025, through and until 11:59pm Eastern Daylight-Saving Time (EDST) on May 31, 2028.
3. The Unit Price per Ton is hereby increased to \$106.26 and shall remain firm throughout the duration of the renewal period. Due to the duration of this renewal period, and the Unit Price remaining flat for the duration, the County will consider index-based Fuel Adjustments, using the BLS fuel index for Truck Transportation, if and when the cost of fuel increases by more than twenty-five percent (25%) from the current cost, as of the date of execution of this Amendment. Contractor must provide backup documentation with any invoice where a fuel adjustment is included to demonstrate the increase in fuel for that invoice period.
4. For clarification purposes, there is no Contract Amendment #2 under this Contract, as it was inadvertently skipped.

The County shall compensate the Contractor based upon the provisions of the Master Contract dated May 2, 2023, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Printed Name & Title – County Representative

Signature of Contractor Representative

Date

Printed Name & Title

End of Amendment No: 04

May 8, 2025

St. Johns County Board of County Commissioners
Attn: Jaime T. Locklear, Director, Purchasing & Contracts
500 San Sebastian View
St. Augustine, FL 32084

Subject: Discussion on Backup Biosolids Disposal Options

Dear Ms. Locklear,

Thank you for your continued engagement and thoughtful communication regarding the renewal of Contract No. 23-48. As part of our recent discussions, I've been exploring alternative or additional disposal facilities that could serve as backup options in the event of a disruption at our current recycling partner. I want to share with you candidly that, despite my best efforts, I have been unable to identify any confident backup options, and in fact, I am increasingly concerned that the statewide biosolids disposal balance is only becoming more strained as we move into late 2025 and early 2026.

Merrell Bros. is honored to provide biosolids transportation, treatment, and recycling services to municipalities across the country. Personally, I've had the privilege of supporting major wastewater projects from Seward, Alaska, to Lake Tahoe, California, and from Miami, Florida, to Dallas, Texas. There's an old adage that says, "*The reward for good work is more work,*" and that rings true for us every day. Our company is fully invested in the Florida marketplace, where we currently handle approximately 35% of the State's total biosolids volume - making us Florida's largest service provider in this space, something that weighs heavily as we work to provide solutions as quickly as possible.

In a prior letter dated April 7, 2025, I summarized the major factors impacting municipalities today, including:

- Legislative changes (Senate Bill 712),
- Declining agricultural acreage due to urban development, and
- Increased pressure on Class AA treatment facilities as residential growth encroaches on industrial-zoned areas.

Since being tasked in mid-April to investigate potential backup options, I have explored every possible channel. Unfortunately, I have found no redundant solutions that I can recommend with confidence. Compounding this, several major emergencies are currently unfolding at key facilities across the state, further tightening the availability of disposal capacity.



Real-Time Challenges Across Florida

City of Tampa - Howard F. Curren Wastewater Treatment Plant

On April 14, 2025, Tampa urgently reached out for help as more than 60,000 annual tons of biosolids began stockpiling at their downtown treatment facility. Their longstanding land application program became non-viable under new regulations, and no alternative plan was in place. Merrell Bros. stepped in immediately, and within a week, alongside their existing contractor, we successfully moved over 1,000 tons, stabilizing the situation and clearing the backlog. Work continues today, as I write this from their wastewater plant as trucks are loaded with today's volume.

Miami-Dade - North and Central District Treatment Plants

Miami-Dade operates three major wastewater facilities. While Merrell Bros. has been supporting the South District for nearly a year, recent system issues at the Central District led to emergency biosolids removal from the North District to alleviate the strain. On April 17, 2025, we mobilized mechanical dewatering equipment, and by April 18, we were moving an additional 3-4 loads per day to already at-capacity compost and landfill facilities. We were recently awarded a larger contract with Miami-Dade, which includes expanding capacity at our Okeechobee compost site - at a rate of \$180+ per ton - and backing up railcar shipments to an Ohio landfill should challenges arise later this year as they try a new workflow not common for Florida biosolids solutions.

Hillsborough County - Southeast Regional Compost Facility

Hillsborough County processes approximately 71,000 tons of biosolids annually, with 38,000 tons at its Southeast Compost Facility. Unfortunately, as landfill expansion plans progress, the compost site is being phased out, shifting additional tonnage into an already strained marketplace. The County is looking at longer term 25-year public-private technologies (like Merrell Bros. has successfully designed, built, and operated with utilities in other Cities and States) to be located elsewhere. They are preparing procurement documents and an evaluation process that will start later this year.

Orange County Utilities

We previously served Orange County from 2014 to 2020. Since our contract ended, two successive contractors have struggled to maintain service levels. On April 28, 2025, we were asked to prepare resources - but at this point, every available capacity allocation we can access is fully booked.



Current Market Conditions and Capacity Shortfalls

With major volume producers in crisis, landfill tip fees are escalating sharply, jumping from \$50 per ton to \$78–85 per ton. Conversations with key Florida and Georgia landfills, including Waste Connections, Waste Management, and Republic Services sites, consistently reflect the same reality: capacity is extremely fluid, and any available slots are short-term, competitively priced, and rapidly consumed as emergencies unfold.

The collapse of land application programs - once routine across Florida - and the closure of three major composting facilities due to neighbor complaints and development pressure have created a perfect storm. We are now facing both reduced treatment capacity statewide and increased biosolids supply, all while population growth continues to push wastewater volumes higher.

The Need for New Solutions

What is urgently needed are new, modern facilities equipped with advanced odor control, redundant treatment processes, and proven, reliable day-to-day operations. The most critical - and often the most challenging - first step in this process is municipal leadership and commitment to begin designing, procuring, and ultimately constructing these much-needed solutions.

Merrell Bros. is actively in discussion with multiple municipalities in Central and South Florida to address this challenge, and we would be honored to explore these opportunities with St. Johns County as well.

Local Opportunities and Invitation to Collaborate

We are extremely fortunate to have Indianhead Biomass as a local partner willing to contribute its time, expertise, and potentially its site for future development. I am also sincerely grateful to the St. Johns County Utility leadership team for visiting our Pasco County facility, where we have operated a successful public-private partnership with the County since 2017. Pasco County now enjoys lower per-ton costs and a long-term, guaranteed biosolids solution - a model we would be excited to help bring to Northeast Florida. Furthermore, they sell idle capacity to adjacent municipalities who don't have a solution of their own, receiving more than 30,000 tons of Hillsborough County generated material last year, offsetting some of Pasco County's own biosolids expenses.



Moving Forward

I am always available to discuss potential planning, design, and procurement strategies should St. Johns County wish to explore the path toward building a robust local solution. The benefits are real: cost savings, environmental stewardship, reliable service, and resilience against the mounting pressures we face today.

At this moment we are building two new state-of-the-art biosolids treatment facilities, one in Kennewick, Washington and one in our hometown of Kokomo, Indiana. With the experience from previous facilities, we are excited about newest facility design, offering the smallest footprint, cheapest per-ton price, robust odor and nuisance solutions, reliable and routine operations, and simple non-complex day-to-day workflow. And most importantly, at the end of the treatment process, nutrients are recycled and available again for our sustainable future.

Thank you again for your continued partnership and for your thoughtful consideration of these challenges and opportunities.

Warm regards,

Blake A. Merrell


Merrell Bros., Inc.
14555 Softwind Lane
Spring Hill, FL 34610
Mobile: (765) 438-5299
blake@merrellbros.com
<https://merrellbros.com>





**ST. JOHNS COUNTY
UTILITIES**
1205 State Road 16
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: JAMIE LOCKLEAR, ST. JOHNS COUNTY PURCHASING DIRECTOR
FROM: LARRY MILLER, ASSISTANT UTILITY DIRECTOR OF OPERATIONS 
DATE: APRIL 4, 2025
SUBJECT: STAFF FINDINGS FOR MERRELL BROTHERS CONTRACT INCREASE REQUEST

On February 7th, 2025 the County received notice from Merrell Brothers, the County Utility's Biosolids Hauling Service Provider, that renewal of the current contract (Contract 23-48) utilizing the current established rates was not feasible due to increases in disposal and transportation costs. The current contract expires on May 1, 2025.

SJC Purchasing staff initiated correspondence with Merrell Brothers to determine if there is a negotiated rate that would be feasible for continued services. A letter from Merrill Brothers dated March 20th, 2025, attached as Exhibit A, documents a hauling cost per wet ton increase from \$67.67 to \$106.26 due to increased disposal and transportation costs.

In fall of 2024 the County issued an Invitation for Bid (IFB 1953) to secure similar biosolids services specific to the Player's Club WRF, which resulted in a cost of \$98.12 per wet ton as noted in the table below. In an effort to evaluate the current regional market rates, Purchasing and Utility staff contacted neighboring utilities and were able to collect the cost and general contract information noted below. It is important to note that there are many variables that can impact the costs noted below based on the unique operational conditions of the different utilities, level of treatment, and disposal logistics, which were not fully disclosed or evaluated in detail.

Municipality/Company	Comparable Rate	Notes
City of Gainesville	\$76.43/wet ton	Primary Contract (Life Soils Florida, LLC (Disposal of Biosolids)
City of Gainesville (5/2/2024)	\$135.66/wet ton	Secondary Contract (Synargro South, LLC)
Clay County Utility Authority	\$583.87/liquid ton average	Contract with BCR. Contract is based on liquid hauling not wet cake. Wet cake equivalent apx \$116.77/ton based on 20% solids.
Palm Coast Utility	\$103.17/wet ton	Merrell Bro contract. March 21st email details differences in price from quote to SJCUD.
H&H Liquid Sludge (8/14/2024)	\$112.2/wet ton	IFB 1953 Wastewater Sludge for Players Club WWTP (cancelled 9/5/2024)
Merrell Bros., Inc (8/14/2024)	\$98.12/wet ton	IFB 1953 Wastewater Sludge for Players Club WWTP (cancelled 9/5/2024)
Revinu, Inc. (8/12/2024)	\$139.80/wet ton	IFB 1953 Wastewater Sludge for Players Club WWTP (cancelled 9/5/2024)
Revinu, Inc. (5/7/2024)	\$116.20/wet ton	IFB 1837 Collection, Transportation & Disposal (rejected all bids)
Merrell Bros., Inc (9/20/2024)	\$98.12/wet ton	Add Players Club WWTP to 23-48
Waste Management	\$138.50/wet ton	This is for tipping fee only, and does not include hauling to facility in Valdosta GA.

Upon reviewing costs in the region and based on the recent experience with bidding biosolids hauling and disposal services, we recommend negotiating a contract renewal with Merrell Brothers at the requested increased rate of \$106.26/wet ton utilizing the current contract structure to service the County's biosolids hauling and disposal needs.

Exhibit A: March 20th, 2025 Letter Documenting Cost Increases



March 20, 2025

St. Johns County Board of County Commissioners
Attn: Jennifer McDaniel, Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084

RE: Request for Price Adjustment – Contract No. 23-48 (Utility System Biosolids Hauling)

Dear Ms. McDaniel,

Thank you for your continued communication regarding the renewal of Contract No. 23-48. As noted in previous correspondence, Merrell Bros., Inc. respectfully declines the automatic renewal option under the current contract terms due to substantial increases in both disposal and operational costs since the project began. However, we remain fully committed to serving St. Johns County and are open to continuing the contract under revised pricing that reflects today's economic and service conditions.

The current rate of \$67.67 per wet ton is no longer sustainable. Merrell Bros. is formally requesting an updated all-inclusive rate of:

\$106.26 per wet ton

This proposed rate is based on documented increases in both disposal and transportation/operational inputs, outlined below:

1. Disposal Tip Fee – \$75.00 per wet ton

Our composting partner, Indianhead Biomass, has maintained a \$40.00 per ton tip fee throughout the contract term. Their new rate of \$75.00 per ton—now aligned with the rate charged to other Florida municipalities such as Palm Coast—is necessary to maintain operations. Secondly, this rate is directly comparable to other regional biosolids treatment facilities in Okeechobee, Tampa, and Orlando, both operated by Merrell Bros., and/or third party partners.

Biosolids treatment facilities across the state are facing mounting challenges. Changing land application regulations, increased volumes, and limited disposal capacity is requiring existing biosolids treatment facilities—by regulation and necessity—to invest in advanced odor control, process optimization, and redundant systems. These improvements are not optional; they are critical to ensuring community compatibility, regulatory compliance, and uninterrupted operations.





2. Transportation & Operational Costs – \$31.26 per wet ton

Over the past two years (the time that has passed since the contract inception), the Consumer Price Index (CPI) has shown a cumulative increase of 13–15% in categories directly impacting biosolids hauling—such as diesel fuel, labor, insurance, and equipment maintenance. These inflationary pressures have significantly increased the cost of transporting and managing biosolids.

In addition, St. Johns County’s annual biosolids volume has risen considerably:

- 2021: 8,530 wet tons
- 2022: 8,560 wet tons
- Most recent 12 months: 10,884 wet tons

This 28% increase in material volume requires more trailers, more trucks, more drivers, and more coordination. Unfortunately, every one of these inputs now costs more than it did at the start of the contract 2 years ago. The proposed transportation and operational rate of \$31.26 per wet ton reflects the added volume and the inflationary increases that have occurred since the project’s inception.

Unfortunately, the proposed rate of \$106.26 per wet ton is necessary to continue providing reliable, high-quality service under current market conditions. We appreciate the County’s willingness to consider this request.

Please let me know if you have any questions or would like to discuss this request further.

Sincerely,

Blake A. Merrell
 Florida Division – Merrell Bros., Inc.
 14555 Softwind Ln, Spring Hill, FL 34610
 Mobile: (765) 438-5299
blake@merrellbros.com
<https://merrellbros.com>



April 7, 2025

St. Johns County Board of County Commissioners
Attn: Jaime T. Locklear, Director, Purchasing & Contracts
500 San Sebastian View
St. Augustine, FL 32084

RE: Request for Price Adjustment - Contract No. 23-48 (Utility System Biosolids Hauling)

Dear Ms. Locklear,

Thank you for your continued communication regarding the renewal of Contract No. 23-48. As stated in earlier correspondence, Merrell Bros., Inc. respectfully declines the automatic renewal option under the current contract terms due to substantial increases in disposal and operational costs, coupled with significant, system-wide changes in the biosolids treatment and disposal landscape. That said, we remain fully committed to supporting St. Johns County and are open to continuing this contract under revised pricing that reflects today's economic, service, and regulatory realities.

Major Industry Impacts

1. Legislative Changes: Senate Bill 712

The passing of Senate Bill 712 marked a critical shift in biosolids management practices throughout Florida. This legislation introduced fundamental amendments to Chapter 62-640 of the Florida Administrative Code, which governs the handling, treatment, and land application of biosolids. Prior to this legislation, land application rates were determined solely based on nitrogen content. SB-712 added a phosphorus-based limitation, fundamentally changing the agronomic calculation for biosolids application.

This shift means biosolids application is now limited by the nutrient requiring the smaller quantity per acre- often phosphorus. A farm that could previously accept 32 tons of biosolids per acre may now only be permitted to accept 1.45 tons due to phosphorus restrictions. The result is a dramatic decrease in viable acreage for land application, increasing land demand by up to 2,200% for the same volume. This regulatory change has rendered many previously permitted sites unfeasible, especially as available farmland continues to decline statewide.

2. Declining Agricultural Acreage

Florida is experiencing a rapid transformation in land use. With intense population growth and widespread development, rural and agricultural lands that once served as biosolids application sites are being converted to residential, commercial, and industrial uses. Many landowners have chosen not to renew their biosolids application permits, citing the minimal benefit of 1.45 tons



per acre under phosphorus limitations. This is compounded by the fact that the nutrient value of biosolids at these new application rates is no longer sufficient to make the effort worthwhile for landowners.

As a result, permitted Class B land application acreage has declined by more than 50%, and the remaining permitted sites are insufficient to handle the volume previously managed through this pathway. This has placed extraordinary pressure on other disposal methods, namely Class AA processing facilities (further treatment to fertilizer/soil amendment) and landfill disposal.

3. Increased Pressure on Class AA Treatment Facilities

Although both Merrell Bros. and St. Johns County exclusively use Class AA treatment workflows, with no Class B land application activity by either party, we are now indirectly affected by the rule changes. Municipalities that previously relied on Class B land application are now diverting their biosolids to Class AA treatment facilities (or landfills), which are already limited in number and operating at capacity. This influx of material has created a statewide bottleneck, or another example simile: a statewide game of 'musical chairs'.

This influx of demand for Class AA treatment services has escalated tipping fees and strained facility operations. St. Johns County, which had previously secured capacity at a Class AA facility, now competes for the same finite resources with major municipalities such as Miami, Orlando, and Tampa- all previous land-application-workflow municipalities. This system-wide pressure not only raises prices but also threatens long-term availability and requires substantial investment in assets, resources, people, and existing facilities to manage the demand. Not to mention the slowly growing residuals volumes as populations expand. There is currently no idle capacity or 'wide-spot' at any treatment facility or landfill, and in fact, there is an inverse: biosolids residuals with no place to be received, while emergency PO's and leaders from areas affected jockey for capacity and treatment space somewhere, at inflated prices and longer distances away.

While Merrell Bros. strongly supports the environmental and regulatory intent behind SB-712- to protect Florida's water resources and reduce nutrient loading- the lack of advance planning and infrastructure development (for alternative biosolids processing facilities) by many land-applying municipalities has created a cascading crisis of capacity, compliance, and cost.

The Florida Department of Environmental Protection's own Statement of Estimated Regulatory Cost (SERC), published in December 2020, projected dramatic increases in biosolids management costs due to the regulation. Their estimates included a one-time cost increase of up to \$600 million and recurring annual increases between \$30 million and \$60 million. Those projections assumed the creation of new disposal and treatment sites, which has not occurred, inversely more biosolids treatment facilities have recently closed, including BS Ranch, Showcase of Citrus, Anuvia Mosaic, and Denali Fellsmere. Collectively, these facilities processed more than



500,000 tons of biosolids annually- significant when considering the state's total production of approximately ~ 2,000,000 wet tons per year. The loss of this capacity poses a critical challenge for Statewide biosolids management at a time when Class B biosolids solutions are also all but eliminated with newly implemented regulations.

Combined with post-pandemic inflation, labor shortages, and fuel price spikes, the actual economic impact has far surpassed expectations.

Regional Capacity Crisis

Facility Closures

Florida's biosolids treatment infrastructure is shrinking at a time when it should be expanding. Major facilities such as BS Ranch, Showcase of Citrus, Anuvia Mosaic, and Denali Fellsmere have ceased operations, eliminating over 500,000 tons of treatment capacity- a quarter of the state's annual biosolids production volume. The loss of this infrastructure has further burdened the remaining facilities, which are now operating at full capacity and many municipalities are searching for allocation at a permitted and existing facility.

Critical Role of Indianhead Biomass

St. Johns County's ability to remain compliant and cost-effective in this environment is entirely dependent on its partnership, via the Merrell Bros. contracted workflow, with **Indianhead Biomass**, a FDEP-permitted Class AA compost facility. Indianhead is the sole remaining treatment facility in Northeast Florida and serves as a cornerstone of the County's biosolids management program.

Indianhead has invested heavily in operational upgrades, including odor control systems, site hardening for all-weather access, and additional processing equipment. These improvements are essential not only for meeting regulatory standards, but for ensuring public acceptance and reducing nuisance complaints.

However, it must be clearly stated: **St. Johns County's continued access to affordable, Class AA biosolids processing is only possible because of its current allocation at Indianhead Biomass.** Should this facility become unavailable due to permit issues, financial strain, or external pressures, there is no nearby alternative with available capacity. Every other permitted biosolids treatment facility in Florida- including those in Tampa, Okeechobee, Punta Gorda, Highlands County, and Lake Panasoffkee- is operating at full capacity.

If Indianhead were to close, the workflow supporting St. Johns County's biosolids disposal would be rendered nonviable. The County would be forced to seek disposal at much greater distances, resulting in hauling and treatment costs that could **triple or more**. In that scenario, Merrell Bros. would unfortunately be unable to continue supporting the project and any



discussion related to extension or renewal needs to represent Indianhead Biomass importance in the treatment workflow. All area landfills are already receiving their permitted capacity of wet waste, i.e. biosolids, and redundant treatment of St. Johns County biosolids elsewhere would require the construction or expansion of an existing facility, likely located further away in the short term.

Rate Adjustment Request

Given the compounded regulatory, operational, and market pressures, the current all-inclusive rate of **\$67.67 per wet ton** is unsustainable. Merrell Bros. is formally requesting an updated rate of:

\$106.26 per wet ton

This total reflects:

1. Disposal Tip Fee - \$75.00 per wet ton

Indianhead Biomass has held its \$40.00 tip fee throughout the duration of this contract. However, due to increased operating costs and capital improvement needs, a revised fee of \$75.00 is necessary. This is now the standard rate charged to other municipalities and remains competitive with regional facilities.

This fee supports facility expansions, equipment redundancy, and compliance infrastructure, ensuring long-term stability and sustainability for St. Johns County's biosolids program.

2. Transportation & Operational Costs - \$31.26 per wet ton

The Consumer Price Index (CPI) shows a 13-15% increase in fuel, labor, parts, and insurance since the contract began. Meanwhile, biosolids volumes from St. Johns County have also risen:

- **2021:** 8,530 wet tons
- **2022:** 8,560 wet tons
- **Last 12 months:** 10,884 wet tons

This 28% volume increase has forced us to add more trailers, trucks, drivers, and logistical support. Each of these resources now comes at a significantly higher cost, present day, making the current pricing structure unsustainable.



Proposed Renewal Terms

Merrell Bros. and our partner Indianhead Biomass, agree to honor the proposed rate of \$106.26 per wet ton for the duration of any future renewals or contract extensions. To accommodate future market fluctuations, we respectfully request that a price indexing clause be added. We recommend the *PPI Truck Transportation Index (PCU484484)* as the benchmark, with adjustments made annually on the contract anniversary.

Should Indianhead Biomass become unavailable during the contract period, we would unfortunately have no choice but to re-evaluate our ability to continue this work, as no viable or affordable alternative capacity currently exists.

We appreciate the County's willingness to consider this adjustment and remain committed to providing safe, compliant, and reliable biosolids hauling and treatment services.

Please let me know if you have questions or would like to discuss this request further. I understand the timeline for consideration is quickly approaching the anniversary expiration of our agreement. Should additional days be necessary to facilitate these discussions, Merrell Bros. is fully supportive and understanding of temporary extensions to the existing agreement that would be retroactively replaced by a new agreement.

Sincerely,

Blake A. Merrell
Merrell Bros., Inc.
14555 Softwind Ln, Spring Hill, FL 34610
Mobile: (765) 438-5299
blake@merrellbros.com
<https://merrellbros.com>





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 23-GSA-MER-18029

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This General Services Agreement ("Contract") is made this 2nd day of May, 2023 (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 MERRELL BROS., INC. ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 8811 W. 500 N., Kokomo, IN 46901, Phone: 765-438-5299, and E-mail: dustin@merrellbros.com, for BID NO.: 23-48; UTILITY SYSTEMS BIOSOLIDS HAULING.

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 consist of the following documents incorporated herein by reference:

- a) General Services Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-48
- c) Change Orders and Amendments to this Contract signed by the County
- d) Insurance Certificates and Endorsement/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 bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

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 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 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.

1.2.5 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.6 Contract Price: The sum set forth in this Contract shall constitute the Contract Price, as may be amended by Change Order. 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.

1.2.7 Contract Time: The number of calendar days between commencement and completion of the Work, as may be amended by Change Order.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

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

1.2.10 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.

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

1.2.12 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.

1.2.13 Work: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract 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 Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Work 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 Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

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

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work 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 Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work 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 complete the Work.

2.3 Cleaning the Jobsite

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from the Work area as well as all tools, appliances, equipment, temporary utilities, temporary Work and machinery and surplus materials.

2.4 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Final Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.5 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.

2.6 Utilities

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents.

2.7 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. 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 Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.8 Publicity and Advertising

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

2.8.2 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.

2.9 County Furnished Items

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

2.9.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TIME

3.1 Term

3.1.1 This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of two (2) calendar years (Initial Term), and may be renewed for up to three (3) one (1) year renewal periods (Renewal Term). This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual contract by both parties, 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 by the County, and only upon the County's determination that the Contractor 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 Contractor under this Contract. 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 the Work by Contractor, the County shall pay to Contractor compensation of **Sixty-seven dollars and sixty-seven cents (\$67.67) per ton**, (hereinafter the "Contract Price"). Per Ton price includes labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, and all other things necessary for the performance of the Work. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

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 completion of the Work. 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 all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. 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 class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, 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 amount of Work done or 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 Work 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.

4.3.4 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work 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 Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, 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 Work 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, including Claims for liquidated damages 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 Contractor's 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 fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) 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 Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves 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 Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite 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 Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, 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 Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work 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 Work on behalf of Contractor.

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

5.2 Authorized Representative

Prior to commencing Work, 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 Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work 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 Work, 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 Work.

5.4 Final Inspection and Testing

All equipment and materials furnished and Work performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Work for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Work.

5.5 Final Payment

5.5.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.5.2 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.

5.5.3 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 Work, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Work 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 WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, 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 Work, 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, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Change Orders

Contractor's written acceptance of a 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.

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

8.1 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the 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 Work

If the County chooses to accept defective or nonconforming Work, 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 Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, 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 authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time 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 Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

9.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the Jobsite or Work area in a safe and secured condition. 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.

9.2.3 Contractor shall not remove from any Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

9.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

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 Work 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. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract 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 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

10.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

10.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

10.1.5 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.

10.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

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

10.1.8 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 this Contract.

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 this Contract.

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 Work 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 Contract.

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 Work 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 Final Completion of all Work including Warranty Work.

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 Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

11.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Contract, 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 Contract, 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 Contract, 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 Contract, 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 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 Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, 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 Contract, 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 shall be St. Johns County, Florida.

12.5 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, 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.

12.6 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 Contract.

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 Contract, together with the Contract Documents for the Work, 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. This Contract may not be amended or modified except in writing signed by both parties.

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

Merrell Bros., Inc.
8811 W. 500 N
Kokomo, IN 46901
Attn: Dustin Smith, CBDO
Email Address: dustin@merrellbros.com

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]
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

Asst. Director, Purchasing & Contracts
Purchasing Manager
(Title)

5/2/2023
(Date of Execution)

Contractor

Merrell Bros., Inc. (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Blake Merrell
(Printed Name)

COO
(Title)

4-28-23
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Courts

By: [Signature]
(Deputy Clerk)

5/2/2023
(Date of Execution)

ST JOHNS COUNTY

MAY 01 2023

PURCHASING

Legally Sufficient:

[Signature]
(Office of County Attorney)

5/3/23
(Date of Execution)



PROJECT MANAGER (PM) NOTE: This Final Certificate for Payment may be issued on department letterhead.

**FORM 1
FINAL CERTIFICATE FOR PAYMENT**

Contract No.:	Jobsite (name & address):
Contractor (name & address): Merrell Bros., Inc. 8811 W. 500 N Kokomo, IN 46901	County Representative:
Date of Issuance:	Bid No.:
	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Work as fully complete and will assume full possession thereof

at _____ on _____.
(time) (date)

ST. JOHNS COUNTY: _____
County Representative Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.