RESOLUTION NO: 2013 - \'\]\

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-60 FINISH MOWING SERVICES FOR THE SJC ROAD & BRIDGE DEPARTMENT

RECITALS

WHEREAS, the County desires to enter into a contract with Southland Specialties, Inc to perform finish mowing services at sites located throughout St. Johns County; and

WHEREAS, the scope of the project shall consist of performing finish moving services with small equipment and tools at locations where large machinery cannot access; and

WHEREAS, through the County's formal bid process, Southland Specialties, Inc was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Road & Bridge Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

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

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

- Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-60 to Southland Specialties, Inc.
- Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Southland Specialties, Inc on behalf of the County for the performance of finish mowing services as specifically provided in the Bid Documents for Bid No 13-60.
- Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 30 day of

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, EXORIDA

RENDITION DATE 8/23/13



CONTRACT AGREEMENT Bid No: 13-60; FINISH MOWING SERVICES Master Contract #: 13-MCC-SQU-04600

This Contract Agreement is made as of this _____ day of _______, 2013, by and between <u>St. Johns County, FL</u>, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and <u>Southland Specialties, Inc</u> authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", with offices located at <u>1093 A1A Beach Blvd, PMB#393</u>, St. Augustine, FL 32080, whose Phone: (904) 471-9757 and Fax: (904) 471-2754.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - DURATION and EXTENSION

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform **finish mowing services** for the SJC Road & Bridge Department in accordance with Bid No: 13-60 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Bryan Collins, Superintendent, SJC Road & Bridge Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 - SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the SJC Road & Bridge Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Road & Bridge Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

ARTICLE 5 - COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price of <u>fifty eight dollars eighty five cents (\$58.85) per acre</u> for rural and urban mowing as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Road & Bridge Department, or two hundred twenty five thousand dollars (\$225,000.00) for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.

- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Road & Bridge Department ATTN: Jennifer Kinlaw, Office Manager 1625 State Road 16 St. Augustine, FL 32084

F. <u>FINAL INVOICE</u>: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "<u>final invoice</u>" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have five (5) business days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided five (5) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least fourteen (14) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, the CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 - PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 - SUBCONTRACTING

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 9 - FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

ARTICLE 11 - INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Certificate Holder Address:

St. Johns County, FL 500 San Sebastian View St. Augustine, Fl 32084

- 1. Workers' Compensation: The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statue 440.02.
- 2. Comprehensive General Liability: The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- 3. Comprehensive Automobile Liability: The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

ARTICLE 12 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 14 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 15 - CONFLICT OF INTEREST

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

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

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

ARTICLE 16 - NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 17 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies;

freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 18 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 29 - FLORIDA LAW & VENUE

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

ARTICLE 30 - ARBITRATION

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

ARTICLE 31 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department
Attn: Jaime Locklear, CPPB, Contract Coordinator
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Southland Specialties, Inc Attn: Mr. Andrew Praay, Vice President 1093 A1A Beach Blvd, PMB#393 St. Augustine, FL 32080

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statues), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 35 - USE OF COUNTY LOGO

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

ARTICLE 36 - SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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

ST. JOHNS COUNTY, FL:	CONTRACTOR:
	Southland Specialties, Inc
Doug Timms, Interim Purchasing Director	Company Name
Date	Name (Type or Print)
LEGALLY SUFFICIENT:	
	Signature
Assistant County Attorney	m'd
	Title
Date of Execution	Date
ATTEST: CLERK OF COURT	
Deputy Clerk	
Date	

EXHIBIT "A"

BID NO: 13-60; FINISH MOWING SERVICES

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY <u>prior</u> to any work being implemented and shall be added to the applicable Contract Amendment.

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

EXHIBIT "B"

BID NO: 13-60; FINISH MOWING SERVICES

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

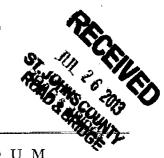
Initial Contract – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084



MEMORANDUM INTEROFFICE

TO:

Ivan Burrell, Road & Bridge Superintendent

FROM:

; Jamie Locklear, CPPB, Contract Coordinator

SUBJECT:

Transmittal of Bids Received for Bid No. 13-60, Finish Mowing Services

DATE:

July 24, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Dept. Approval #WW

Budget Amount #225, 000

Account Funding Title CONTRACTUAL SERVICES

Funding Charge Code 1122 - 53120

Award Amount 46,326.75 PER CYCLE

JUL 3 0 2013

BID TABULATION

BID TITLE	FINISH MOWING SERVICES	VICES		ANY BUDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BUD.	.y by an intended iward of any bid,	OPENED BY TABULATED BY	LEIGH DANIELS JAIME LOCKLEAR
BID NUMBER	13-60			SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF DF INTENT	NG DEPARTMENT FOR THEE OF OF INTENT	VERIFIED BY	
re/time	July 24, 2013	2:00 PM		FUL A PROTEST NOT LATER THAN SEVENTY-TWO (72)	SEVENTY-TWO (72)		
•	FROM		האנו	BOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLLDAYS) AFTER THE POSTING OF THE BID TABULATION	UNDAY AND LEGAL F THE BID TABULATION		
POSTING DATE/HME	07/24/13 3:00 PM		07/29/13 3:00 PM	PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.	STAINED IN THE	PAGE (S) 1 of 1	
BIDDERS	UNIT PRICE PER ACRE RURAL AREAS	SINGLE CYCLE BID PRICE RURAL AREAS	UNIT PRICE PER ACRE URBAN AREAS	SINGLE CYCLE BID PRICE URBAN AREAS	TOTAL SINGLE CYCLE BID PRICE	BID BOND	ATTENDED MANDATORY PRE- BID MEETING/ ADDENDUM#1
BUG GUARD SERVICES, INC.	\$73.60	\$1,427.10	\$73.60	\$18,991.74	\$20,418.84	YES	YES/YES
DUVAL LANDSCAPE MAINTENANCE LLC	\$49.72	\$964.07	\$62.48	\$16,122.34	\$17,086.41	YES	YES/YES
J & D MAINTENANCE AND SERVICES	\$65.00	\$1,260.35	\$65.00	\$16,772.60	\$18,032.95	XES	YES/YES
SOUTHLAND SPECIALTIES, INC.	\$58.85	\$1,141.10	\$58.85	\$15,185.65	\$16,326.75	YES	YES/YES
FOX LANDSCAPE, INC.	\$45.20	\$876.43	\$69.20	\$17,856.37	\$18,732.80	YES	YES/YES
	REVISED TO COR	**REVISED TO CORRECT MATHEMATICAL	AL ERRORS.				

BID AWARD DATE -

BID NO: 13-60

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

PROJECT:

Finish Mowing Services

TO:

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

DATE SUBMITTED: 7 24/13

BID PROPOSAL OF

Southland Specialties Inc.	1693 AIA Beach Blud pmb 323	st. Augustine	FL 32080	904471-9757
Full Legal Company Name	Address	3		one Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for <u>Bid No: 13-60</u>; <u>Finish Mowing Services</u> in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Finish Mowing Services

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

Item Description	Total Acres	Unit Price per Acre	Single Cycle Bid Price
Finish Mowing Rural Areas	19.39	\$ 58.85	1,141,10
Finish Mowing Urban Areas	258.04	\$ 58.85	15,185,65
		Total Single Cycle Price Bid:	16,326.75

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

The County reserves the right to award multiple vendors based on unit prices submitted.

**Note: A "Single Cycle Bid Price" is defined as the total price for completing mowing services for all sites included in this bid one (1) time. The "Total Acres" is taken from the cumulative urban and rural acres listed on Exhibit "A" attached hereto.

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

No.: <u>井し</u>	Date Received:	7	10	113
No.:	Date Received:			
No:	Date Received:			

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

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name:	jouthland_	Special	firs In	<u> </u>			Sea
By: Andrew Pracy	1		Andrew	Pracy e & Title ty		Vicc.	President
Ву:		_	`	e & Title ty			
Address: 1093 AIA B							
Telephone No.: (904) 471-	9757		Fax N	No.: (904) L	171-3	2754	
Email Address for Authorize	d Company Re	presentativ	e: timoth	y Jynn@	bellse	th.ne	t
Federal I.D. Tax Number: (e)							
INDIVIDUAL		•					
Name: Task G. Peagy (Signature)	Timo	(Name ty	reception printer	rted)	Vice	pri (Title)	sident
Address:							
Telephone No.: ()			Fax l	No.:	· ·	<u></u>	
Email Address:							
Federal I.D. Tax Number:							
Submittal Requirements:	Official Cour "□" - Affidav "B" - Certific "C" - Licens "D" - List of "E" - Refere Bid Bond Fully Acknow	vit cate as to C e/Certificat Proposed nces	Corporate P tion List Sub-Contra	actors	his bid		

Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No: 13-60

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, TO: ST. AUGUSTINE, FLORIDA. At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths. STATE OF FLORIDA, COUNTY OF ST. JOHNS Before me, the Undersigned authority, personally appeared Timothy A Process who being duly sworn, deposes and says he is Vice - President (Title) of the firm of Southland Space like Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-60, Finish Mowing Services, in St. Johns County, Florida. The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state. Sworp and subscribed to me this 17th day of 1y, 2013. Southland Specialties Inc (Bidder) DAWN DIMEGLIO By: Timothy A Pracy Notary Public - State of Florida My Comm. Expires Jan 7, 2016 Vice Persident
(Title) Commission # EE 156580

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

My commission Expires:_

1-7-110

ATTACHMENT "C" LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
1SA Certified Acharist	FL - C144 A	\SA	12/31/15
commercial applicator	cm 19181	Florida Department of Agricultural + consumer services	6/30/16
commercial	cm 19167	Florida Repertment of agriculture + consumer secules	6/30/16
DOT intermediate maintenance of traffic	10029	FD6T	2/5/14
15A certified Arborist	FL-6543A	15A	6/30/16
-			



International Society of Arboriculture™.

ISA Certified Arborist®

ISA Certified Arborist*

Josh Michael Campbell

Certificate Number: FL-6144A

Expiration Date:

Dec 31, 2015

Florida Beparment of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19167

CAMPBELL, JOSHUA MICHABL, 1433 HEATHER COURT BART AUGUSTINE, PL. 32092

lesued: September 21, 2012 Expires: June 30, 2016

Signature of Libensee
ADAM H. PUTNAM, COMMISSIONER
The show individual is licensed under this provident of Chipier 417, F.B. to parchase and spaly restricted use positicities.

Festivale Certification Office

Prestivale Certification Office

Commercial Applicator License

FRANT TIMOTTY ANDREY

FRANT CATCHOLOGY

1093 ALA BEACH BLVD

6
3383

SAINT AUCUSTINE, FL 32080

Issued: June 1, 2012

Expires: June 30, 2616

Catchology

Catcholo



International Society of Arboriculture"

ISA Certified Arborist®

Timothy Andrew Praay Certificate Number:

FL-6543A

Expiration Date:

Jun 30, 2016

ATTACHMENT "D" LIST OF PROPOSED SUBCONTRACTORS

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

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTORS
None	None
·	

Bid No: 13-60

ATTACHMENT "E" LIST OF REFERENCES

Each Bidder shall provide three (3) references from customers for which services of the size and scope of those included in this bid have been provided within the last five (5) years. References provided must be from commercial, public entity, or residential organizations, and not from individual residents or small, single location businesses. The full contact information for each reference shall be placed in the spaces provided below.

1.	Contact Name/Title: Tanic Rapier
	Name of Firm/Entity: City of Ocala
	Description/Dates of Services Provided: 3 year contract \$350, con/ye
	Frank March 192
	Address: 1865 NE 30th Ave Building 300 Ocala, FL 34470
	Phone #: 352-351- 6757 Fax #:
	Email Address:
2.	Contact Name/Title: Patricia Prake
	Name of Firm/Entity (1sty of Atlantic Block
	Description/Dates of Services Provided: ulifer - 12/1/62
	now + trim all city Parks weekly
	Address III Garage Blad
	Phone #: 904 - 247 - 5880 Fax #: 904 - 247 - 5819
	Email Address:
3	Contact Name/Title: Robert Threewitts /contract administrator
٦.	Name of Firm/Entity: City of Tallahassee
	Name of Firm/Entity: City of Tallahassee Description/Dates of Services Provided: mowing + edging city street meetings and Right of ways 2009- Present
	and Right of ways 2009 - Present
	Address 200 Carth Adoms St. Tallahassee FL 32301-1131
	Phone #: 250 - 891 - 8025 Fax #: 250 891 - 53 68
	Email Address: Cobert, threewitts @ talgouron
	Email Address. Cod State Control

^{*} St. Johns County reserves the right to ask for additional information.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 12, 2013

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No: 13-60; Finish Mowing Services

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

1. Is there only a requirement for a Bid Bond, with no Performance Bond?

Answer: Yes, there is only a requirement for a Bid Bond. There is no requirement for a Performance Bond under this contract.

2. Are these services currently provided by the County?

Answer: No, these services are currently provided by a contractor.

3. Will the contract ever assign services on sites with portions of the services deleted, like edging?

Answer: No. The County may add sites to the contract, or add mowing visits due to faster growth of grass, but the County will not remove any aspects of the required services at any one site. If and when mowing visits are required, it will be for all services included for that site.

4. If a site has a description with two (2) miles of sidewalk, and curb, will the contractor be responsible for mow it all every time?

Answer: Yes, all services will be required for each site every time it is to be serviced. The site descriptions are provided to give the Contractor an idea of the amount of hand services that will have to be performed at each site.

5. Has this been out to bid previously?

Answer: Yes, this was bid in 2008.

6. Are there vendors performing these services now?

Answer: Yes, Southland Specialties is the current vendor for these services.

7. Was the previous contract for five (5) years?

Answer: The current contract had an initial term of one (1) year, with four (4) available, one (1) vear extensions.

8. Why are these services being bid out at this time?

Answer: The final extension under the current contract is expiring, so the County is required to bid the services out for new contracts.

9. When will the new contract begin?

Answer: The new contract shall become effective on October 1, 2013, barring any delays or problems with awarding or processing contracts.

10. Will the sites be split for the contract?

Answer: The contract will be awarded based on the Total Single Cycle Bid for all sites based on the submitted unit prices. The County does not plan on splitting award between multiple vendors.

11. What were the submitted unit prices of the awarded bidder from the previous bid?

Answer: The current vendor submitted the following unit prices: \$66.30/acre for both urban and rural mowing services.

12. What are the current unit prices per acre for the current contract?

Answer: The current unit price per acre for urban and rural mowing services is \$72.60.

13. Can you provide the Sign-In Sheet from the Mandatory Pre-Bid Meeting?

Answer: Yes, the Sign-In Sheet shall be uploaded to www.demandstar.com as an attachment to the addendum.

14. What was the acreage in the previous bid?

Answer: The acreage included in the previous bid was as follows: 219.44 - urban acres, and 18.64 - rural acres. The acreage currently included in the existing contract is as follows: 259.59 - urban acres, and 19.41 - rural acres. This does not include Site #73 that is included in this bid.

Clarifications:

1. Exhibit A has been revised to include Site #73 - Volusia Street Round-A-Bout, and to correct inconsistencies in quantities, and uploaded to www.demandstar.com as an attachment to the addendum.

THE BID DUE DATE REMAINS: Wednesday, July 24, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Timothy A Procesy Vice-president

Printed Name and Title

Scothland Specialties, Inc. Company Name (Print)

Jaime T. Locklear, CPPB **Contract Coordinator** Purchasing Department

END OF ADDENDUM #1

			Delace Control Control
	THE ORDER OF	PAY	097860 / M 3106480
	EH BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY	EXACTLY **816 AND 34/100 DOLLARS	PROSPERITY BANK SSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC. 100 Southpark Boulevard St. Augustine, Florida 32086 • 800-347-5680 SCUTHLAND SPECTALITIES THE
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Board of County Commissioners St. Johns County, Florida

BID NO: 13-60

FINISH MOWING SERVICES

BID DOCUMENTS PROJECT SPECIFICATIONS

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

FINAL: 06/24/13

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

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

"□" – Affidavit

"B" - Certificate as to Corporate Principal

"C" - License/Certification List

"D" - List of Proposed Sub-Contractors

"E" - References

Bid Bond

PROJECT SPECIFICATIONS

BID NO: 13-60

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received <u>until 2:00 P.M.</u> on <u>Wednesday</u>, <u>July 24, 2013</u> by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for <u>Bid No: 13-60</u>; <u>Finish Mowing Services</u>. Bids will be opened promptly after the 2:00 P.M. deadline. <u>Note:</u> Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for finish mowing services throughout St. Johns County. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform finish mowing services at approximately seventy two (72) sites located throughout the County (see Exhibit "A"). These sites are classified as either urban or rural mowing.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 13-60. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Locklear, CPPB, St. Johns County Purchasing, via email to itoney@sjcfl.us or fax to (904) 209-0159.

There will be a Mandatory Pre-Bid Meeting held on Wednesday, July 10, 2013 at 9:30am in the St. Johns Conference Room at the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is mandatory, and as such, interested firms shall be required to be present and signed in prior to 9:30AM, at which time the doors will close. Anyone arriving after, or not signed in by 9:30AM will not be permitted to submit a bid for this contract.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to <u>jtoney@sjcfl.us</u> or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, July 10, 2013, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK
BY:
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 13-60; Finish Mowing Services

DEFINITIONS

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

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

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

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

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

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

<u>The Contractor</u> is the individual/firm that is awarded a contract by the Owner and who is responsible for the scope of work as described herein.

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

MANDATORY PRE-BID MEETING

There will be a Mandatory Pre-Bid Meeting held on Wednesday, July 10, 2013 at 9:30am in the St. Johns Conference Room at the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is mandatory, and as such, interested firms shall be required to be present and signed in prior to 9:30AM, at which time the doors will close. Anyone arriving after, or not signed in by 9:30AM will not be permitted to submit a bid for this contract.

SITES

It is the Bidders' responsibility to visit each site to become familiar with any and all site conditions. The Bidders' must make their own investigations and conclusions as to the nature and extent of existing surface, soil, water, physical obstructions and overhead conditions affecting the work. The County shall not be responsible for any additional costs incurred due to failure by any bidder to inspect any included sites, which may cause additional work required by the Contractor. The Contractor shall assume responsibility for these additional costs. The County highly recommends that all interested Bidders visit the site locations included in this bid to become familiar with the site conditions in order to submit accurate and viable bid pricing.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to <u>jtoney@sjcfl.us</u> or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, July 10, 2013, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

ADDENDA

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

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

FORM AND STYLE OF BIDS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 13-60 - SEALED BID FOR FINISH MOWING SERVICES".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084

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

BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT

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

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

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of the Total Single Cycle Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond, or a certified cashier's check made payable to the Board of County Commissioners of St. Johns County. Bidders must only submit Attachment "B" — Certificate as to Corporate Principal if submitting a Bid Security in the form of a Bid Bond on the form provided herein.

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

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

BID BOND INSTRUCTIONS

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

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

SUBMISSION OF BIDS

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

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

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

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

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

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

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents. The Owner shall have the right to accept or reject alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible single cycle bid price (see definition on Official County Bid Form), provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. The County may consider award to multiple vendors if it serves the best interest of the County to do so.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, and must have been in business for a minimum of five (5) years as a commercial mower. Each Bidder must complete Attachment "B" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

LIST OF SUBCONTRACTORS

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract. Any and all costs for the use of any sub-contractor for any portion of the work required under this Contract shall be included in the Bidder's submitted unit price per acre.

Each Bidder shall submit to the Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. Each Bidder must complete Attachment "C"—List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the Bid Proposal. If no Subcontractors or major material suppliers are required, so state there on.

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

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

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

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

UNIT PRICE PER ACRE

The submitted Unit Price per Acre shall incorporate any and all costs, fees, charges, taxes, mark-ups, insurances, and any other costs associated with performing the work required under this Contract. The submitted unit price(s) shall be the final cost to St. Johns County.

PAYMENT/INVOICES

Payment shall be made according to the number of acres mowed by the Contractor and inspected and accepted by the County. Any areas not mowed due to weather conditions, saturation, or other unforeseen circumstances shall not be invoiced or paid for by the County until they are actually mowed by the Contractor and accepted by the County.

The Contractor shall submit an invoice, along with Form 1550 – Request for Payment, to SJC Road & Bridge upon completion of a mowing cycle (all sites completed).

Payment shall be based on the unit prices per acre submitted for urban and rural mowing on the Official County Bid Form, multiplied by the number of acres at each location serviced during the specified time frame. The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. Each invoice shall be accompanied by a schedule of services performed signed by an authorized representative of the firm. Failure to submit invoices in the prescribed manner may delay payment.

Invoices shall be addressed to: St. Johns County Road & Bridge

ATTN: Mr. Ivan Burrell, Manager

1625 State Road 16 St. Augustine, FL 32084

Payment Terms:

Net 45 Days per 218.74(2) Florida Statutes

All invoices must be accompanied by Form 1550 – Request for Payment, and shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- Bid Number & Project Name
- Unit Price of product, Total Price of Invoice
- Description of Services Performed / List of Sites Serviced

<u>TAXES</u> - Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

PRICING

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

CONTRACT DURATION & EXTENSION

The initial contract term shall be for a period of one (1) calendar year from the date of acceptance by the Owner, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one-year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The Owner is under no obligation to exercise any of the available extensions. All Extensions available under this contract are optional to the Owner.

INDEMNITY

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

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

TERMINATION

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

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

INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address:

St. Johns County, FL

500 San Sebastian View St. Augustine, Fl 32084

- a) Workers' Compensation: The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statue 440.02.
- b) Comprehensive General Liability: The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) Comprehensive Automobile Liability: The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

GOVERNING LAWS & REGULATIONS

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

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 13-60

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

PROJECT:	Finish Mowing Services
TO:	THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
	DATE SUBMITTED:
	non priorida i i ori

BID PROPOSAL OF

Full Legal Company Name

Address

Telephone Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for <u>Bid No: 13-60</u>; <u>Finish Mowing Services</u> in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Finish Mowing Services

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

Item Description	Total Acres	Unit Price per Acre	Single Cycle Bid Price
Finish Mowing Rural Areas	19.39	\$	
Finish Mowing Urban Areas	258.04	\$	
		Total Single Cycle Price Bid:	

Each Bidder shall type or print legibly the unit prices in each designated space provided. If any of the Unit Prices written/typed above are illegible, the County may consider a "No Bid" for that item.

The County reserves the right to award multiple vendors based on unit prices submitted.

**Note: A "Single Cycle Bid Price" is defined as the total price for completing mowing services for all sites included in this bid one (1) time. The "Total Acres" is taken from the cumulative urban and rural acres listed on Exhibit "A" attached hereto.

During the preparation of the	e Bid, the followin	g addenda, if any,	, were received:
-------------------------------	---------------------	--------------------	------------------

No.:	Date Received:
No.:	Date Received:
No.:	Date Received:

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

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name:			(Seal)
Ву:	(Name & Title type	ed or printed)	
Ву:	(Name & Title type	ed or printed)	
Address:			
Telephone No.: ()	Fax No.: ()		
Email Address for Authoriz	zed Company Representative:		
Federal I.D. Tax Number:_	DUNS #:		
INDIVIDUAL			
Name:(Signature)	(Name typed or printed)	(Title)	<u>.</u>
Address:			
Telephone No.: ()	Fax No.:		
Email Address:			
Federal I.D. Tax Number: _			
Submittal Requirements:	Official County Bid Form "□" - Affidavit "B" - Certificate as to Corporate Principal "C" - License/Certification List "D" - List of Proposed Sub-Contractors "E" - References Bid Bond Fully Acknowledged Addenda Applicable to this	s bid	

Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No: 13-60

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS Before me, the Undersigned authority, personally appeared_____ who being duly (Title) of the firm of sworn, deposes and says he is Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-60, Finish Mowing Services, in St. Johns County, Florida. The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state. Sworn and subscribed to me this day of_____, 20____. (Bidder) Notary Public: Signature (Title) Printed My commission Expires:___

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

Bid No.: 13-60

<u>ATTACHMENT "B"</u> CERTIFICATES AS TO CORPORATE PRINCIPAL

I,bond; that	_, certify that I am th	e Secretary of the	e Corporation named as said bond on behalf of	Principal in the attached the Principal, was then
	_ of said Corporation	n; that I know his	signature, and his signature	ure hereto is genuine; and
that said bond was duly sigoverning body.	gned, sealed, and at	tested for and in	behalf of said Corpora	tion by authority of it's
	Seci	etary	Corporate Seal	
(STATE OF FLORIDA COUNTY OF ST. JOHNS))			
	o me well known, w	ho being by me	first duly sworn upon	oath, says that he is the
Attorney-In-Fact, for the _				
	to execute	ine foregoing bor	id on behalf of the surety	named therein in favor of
St. Johns County, Florida.				
Subscribed and sworn to me	e this day o	of	, 20, A.D.	
	NOTARY	PUBLIC		
	State of Fl	orida-at-large		
	My Comn	nission Expires:		

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

ATTACHMENT "C" LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
-			
The state of the s			

ATTACHMENT "D" LIST OF PROPOSED SUBCONTRACTORS

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

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTORS

ATTACHMENT "E" LIST OF REFERENCES

Each Bidder shall provide three (3) references from customers for which services of the size and scope of those included in this bid have been provided within the last five (5) years. References provided must be from commercial, public entity, or residential organizations, and not from individual residents or small, single location businesses. The full contact information for each reference shall be placed in the spaces provided below.

1.	Contact Name/Title:	
	Name of Firm/Entity:	
	Description/Dates of Services Provided:	
	Address:	
	Phone #:	Fax #:
	Email Address:	
2.	Contact Name/Title:	
	Name of Firm/Entity:	
	Description/Dates of Services Provided:	
	Address:	
	Phone #:	Fax #:
	Email Address:	
3.	Contact Name/Title:	
	Description/Dates of Services Provided:	
	Address:	
	Phone #:	Fax #:
	Email Address:	

^{*} St. Johns County reserves the right to ask for additional information.

SPECIFICATIONS

BID NO: 13-60; FINISH MOWING SERVICES MINIMUM SPECIFICATIONS & CONDITIONS

Scope of Work

The scope of work requirements for finish mowing services are described below. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform finish mowing services at approximately seventy two (72) sites located throughout the County as listed on Exhibit "A" attached hereto. These sites are classified as either urban or rural mowing.

Definitions

"Rural Mowing" – finish mowing that includes string trimming and litter pick-up as needed at locations designated as rural sites. Paved surfaces shall be swept and blown clean of grass trimmings and other debris resulting from the mowing and trimming services. Sites shall be designated as rural sites when there are no curbs, gutters, medians and/or sidewalks within the service area of the location.

"Urban Mowing" – Finish mowing that includes string trimming, litter pick-up, edging of curbs and sidewalks, spraying of herbicide in sidewalk cracks and surrounding areas as needed at locations designated as urban sites. Paved surfaces shall be swept and blown clean of grass trimmings and other debris resulting from the mowing and trimming services. Sites shall be designated as urban sites when curbs, gutters, medians and/or sidewalks are within the service area of the location.

All moving performed under this contract shall result in a finished grass height of \leq three (3) inches.

Mowing Services

The Contractor shall be required to perform finish mowing services within the area and limits of the complete County-maintained Right-of-Way (ROW) which has been previously established and is distinguishable in the field. Where the ROW is not distinguishable in the field, the County shall provide direction to the Contractor on-site and in writing. In areas where landscaping has been installed, or naturally preserved, mowing shall conform to the established contours. The Contractor shall mow up to the ROW limit and around existing objects and structures located within the ROW as directed by the County.

All grass and vegetation in the site locations designated to receive mowing services shall be cut to a height of no more than three (3) inches, unless otherwise specifically directed by the County, with no streaks of varying height or scalping that exposes the root system of the grass and/or vegetation. Mowing areas of different widths within the designated site location shall be connected with smooth flowing transitions. The use of hand tools including, but not limited to, weed eaters, when used on slopes or around appurtenances, shall comply with the three (3) inch maximum height requirement.

Mowing Frequency

During the County-specified growing season between March 15th and November 15th each year, the Contractor shall perform finish mowing services at all sites listed herein every four (4) to six (6) weeks as needed and as specified by the County. All mowing services shall be performed Monday through Friday, between the hours of 7:00am and 6:00pm, unless specifically authorized by the County to perform services outside these hours.

During the County-specified off season between November 16th and March 14th each year, the Contractor shall perform finish mowing services at all sites listed herein every six (6) to eight (8) weeks as needed and as specified by the County.

All sites shall be mowed between eight (8) and twelve (12) times each year based on the speed with which the grass at the site locations grows. Faster growth shall determine more frequent mowing, and slower growth shall determine less frequent growing. There is no minimum or maximum frequency of mowing services determined by the County. The time period between mowing visits at any site may be reduced or increased by the County, at the County's sole discretion due to circumstances which may included, but are not limited to weather, special events, natural disasters and budget restrictions. All mowing services shall be as scheduled, as needed by the County.

The County shall notify the Contractor at the beginning of each month which sites are to be mowed and the time frame by which the Contractor must complete the services to be performed. The Contractor shall notify the County immediately upon completion of the work performed during the respective month or time frame given by the County. The Contractor shall be required to notify the County when work is interrupted due to any reason including, but not limited to weather, equipment

breakdown, or other unforeseen events.

Method of Operation

The contractor shall be required to complete the mowing services at the designated site locations scheduled for that day. In the event weather or other unforeseen conditions force the Contractor to stop work before completing the mowing services at a schedule site, the work must be completed within twenty four (24) hours of receiving the "all-clear" notification from the County.

Grassed areas that are scheduled to be mowed, but are temporarily saturated to the point where equipment may cause damage to the turf shall not be mowed by the Contractor. The Contractor shall be required to exercise sound judgment regarding this type of situation and notify the County immediately when encountering such conditions at any site location included under this contract. The County shall determine whether or not the site may be mowed or if the mowing services must be rescheduled for another date. If the County determines that the conditions are conducive to receiving mowing services, then the Contractor shall be required to perform the work as scheduled. If the Contractor is directed to mow a wet or saturated area by the County, against the Contractors voiced concerns, any damages caused by equipment shall not be the responsibility of the Contractor.

The County shall inspect all areas upon completion of mowing services by the Contractor for quality and compliance with the contract requirements. Areas determined by the County to be unsatisfactory or noncompliant with the requirements shall be re-moved by the Contractor at no additional cost to the County.

Site Locations

The Contractor shall be responsible for performing finish mowing services at all site locations stated herein. Site locations may differ in size, scope, and location. If there is a discrepancy in the description of any site, including size, location, existing fixtures, or any other aspect of the site locations, the Contractor shall notify the County prior to performing any work at the site location and shall get clarification and direction from the County prior to performing any work at the site location.

Site Conditions

It shall be the responsibility of the Contractor to inspect any and all sites included under this Contract to determine the condition of each site. The Contractor shall be responsible for removing any and all articles or items in the ROW which shall prohibit the performance of the required services, that poses a safety hazard, or that would be torn, ripped and scattered by the mower(s), leaving any site with debris, trash or materials in the ROW. This shall include, but is not limited to wood, tires, cans, buckets, hub caps, bags of trash, newspapers, magazines, boxes, road debris, or any other trash, waste, or debris materials.

If larger items are encountered in the ROW, the Contractor shall notify the County representative immediately, but shall not be required to remove these items. Large items are defined as those exceeding forty (40) pounds in weight and/or greater than eight feet (8') in length. These items may include, but are not limited to fallen trees, appliances, equipment, furniture, construction debris and vehicles.

Upon completion of the required services at each site location, the Contractor is responsible for removing any accumulated or pilings of cuttings from the ROW. The Contractor is not required to remove grass or other vegetation cuttings from unpaved portions of the ROW as long as the grass and cuttings are spread across the ROW.

Disposal

The Contractor shall dispose of any and all waste, trash, debris or other materials as required by applicable laws, regulations, codes, and rules. The Contractor shall conduct all operations in a manner to eliminate litter or scattering of any trash or debris materials.

The Contractor is not permitted to utilize burning to remove any materials or debris from the ROW.

Damages

Any and all fixtures and improvements located in the ROW damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. These fixtures and improvements may include, but are not limited to sidewalks, driveways, mail boxes, signs,

curbs, pipes, drains, water mains, telephone or communication boxes, cable boxes, pavement, landscaping improvements, and all other fixtures and/or improvements to property located at any of the sites listed herein. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

The Contractor shall be responsible for any and all damage to any individual person, vehicle, residence, commercial building, private property or public property caused by flying debris from mowing, directly from the mowing equipment, or any other activities performed by the Contractor, a Contractor employee, or any sub-contractor performing services under order by the Contractor.

Equipment

The Contractor shall be responsible for furnishing any and all equipment necessary to satisfactorily perform the required services within the specified time frames for completion.

Mowing equipment utilized by the Contractor under this contract must be maintained in such a way so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The mowers shall be constructed to facilitate adjustments to the height of the cut. Equipment that causes damages to curbs, pavement, turf or other roadway features shall not be permitted. The County reserves the right to require the Contractor to discontinue use of any piece of equipment causing any such damage, or not performing to the satisfaction of the County.

All service and supply operations for Contractor equipment shall be conducted between the travel way and the ROW line and be outside the clear zone. No supply or service vehicles shall enter the median for any purpose, except when necessary to repair or remove inoperable equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All mowing equipment shall also be equipped with an amber flashing light or white strobe light, protective devices on the mower to prevent objects from being thrown into traffic and all safety devices installed by the manufacturer. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

The Contractor may leave equipment in the work area overnight if mowing services are to continue the following day. However, any equipment left on the ROW overnight shall be parked outside the clear zone as near to the ROW line as possible, except in median areas where no equipment shall be permitted to be parked overnight. Any equipment left in any work area over night shall be the responsibility of the Contractor. The County shall not be liable for any damages to equipment left unattended in the ROW by the Contractor.

Maintenance of Traffic

The Contractor shall be responsible for performing Maintenance of Traffic (MOT) throughout the duration of the contract. The following requirements shall be considered as a minimum, and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control and devices for the protection of the public and the Contractor employee's and/or sub-contractors performing services in any work area.

Minimum traffic control standards shall apply using the most current revisions of the following:

- 1. Manual on Uniform Traffic Control Devices (MUTCD)
- 2. FDOT Roadway and Traffic Design Standards (RTDS)

		EXHIBIT "A" – FINISH MOWING SITES	DWING SITES			
Site # & Road Name	Description of Work	Location	Acres to be Mowed	Footage of Appurtenances	# of Acres	Urban (U) / Rural (R)
1. Varella Ave	Sidewalk & Curbing on both sides of road & fenced lot on corner of Lewis	From SR 16 to Del Monte Dr and in front of SAHS	3865'x40' = 3.54ac - Lot on corner of Varella Ave & Lewis	Sidewalks-5790'; Curb & Gutter-	4.00	נו
	Speedway & Varella Ave		Speedway 150'x135'= 0.46 ac	5014	100	-
2. School House Rd	Sidewalk and Curb & Gutter	From Varella Ave to Lewis Speedway	1175'x4(l' = 1.07ac	Sidewalks-11/5	1.07	-
3. Lewis Speedway	Sidewalk and Curb & Gutter	From US 1 to SR 16	2.3 Miles x 30° = 8.36ac +	alks-	10.40	n
			Intersection at Woodlawn Rd & $1 \text{ min} \text{ Sudim } 6352410^{\circ} = 2 \text{ Odes}$	Curb & Gutter-		
1 T-4 - 1 h	1 4 milion	7t ep 16	1052-002 = 0.050 ATTO	77.07	0.25	11
5. Gaines Rd	Guard Rail off Woodlawn Rd	From Woodlawn Rd to St. Aug Tech Center & Fire Training	1685'x30' = 1.16ac	Guardrail-1485'	1.16	n
6. Masters Dr	Sidewalk, Median at Monterey Ave	From SR 16 to Ravenswood Dr	3150'x30' = 2.16ac + Median at Monterey Ave 60'x40'=0.05ac	Sidewalk-1800'	2.21	מ
7. Hibiscus St	Outfall Ditch	N of 951 Hibiscus St	800° x30' = 0.55ac		09.0	Ω
8. 1033 Hibiscus St	County owned Lot & House	Ravenswood	75'x160'=0.28ac		0.28	U
9. N Rodriquez St	Retention Ponds	St. James Baptist Church	Pond #1 65'x45' + Pond #2 55'x40'= 0.11ac		0.11	R
10. King St	Sidewalk on both sides of road	From S Whitney St to Holmes Blvd	7230'x60'=9.95ac	Sidewalk-12335'; Curbing-1100'	9.95	D
11. Orange St	Sidewalk off King St going to Webster School	From King St to Chapin St on West Side of Road	450'x20' = 0.20ac		0.20	Þ
12. Madeora St	Retention Pond by RR Tracks	Behind 633 Madeora St	350'x265'=2.12ac		2.12	껖
13, 239 Riberia St	County Owned Lot	Downtown	140'x40'=0.12ac		0.12	U
14. Kenton Morrison Rd & Four Mile Rd	Sidewalk & Ditch	Kenton Morrison Rd from SR 16 to end of sidewalk (at lift	1200'x50'=1.37ac	Sidewalk-1200'	1.37	C
		station) + short piece on N side of Four Mile Rd				
15. 1660 Woodlawn Rd	County Owned House & Property	Woodlawn Rd across from end of Grafft Rd	287'x163'=1.10ac		1.10	U
16. N Holmes Blvd	Sidewalk, Curbing, Guardrails, & Retention Ponds	From Four Mile Rd to Murray Middle School	5420'x45' = 5.59ac	Sidewalk-5420'; Curbing-5940'; Guardrails-1100'; Fence-1530'	5.40	D
17. S Holmes Blvd	Guardrails, Sandbag Shoulders	Kerry Lynn Rd	1475'x20'=0.67ac	Guardrails-950*	29.0	U
18. Rolling Hills Dr	Sidewalks, Curb & Gutter, Guardrails	From SR 207 to Dobbs Rd	5890'x40'≈5.40ac	Sidewalk-5412'; Curb & Gutter- 4070'; Guardrail- 1250'	5.40	r.
19. Cypress Links Blvd	Sidewalk	From SR 207 S to Golf Ridge Dr	7260'x30'=5ac	Sidewalk & East Road Shoulder	5.00	Ŋ

Site # & Road Name	Description of Work	Location	Acres to be Mowed	Footage of Appurtenances	# of Acres	Urban (U) / Rural (R)
20. Wildwood Dr	Sidewalk (West Side)	From Fort Peyton Dr to Prairie Creek Heartwood Sub	2200'x40' = 2.02ac	Sidewalk-2200'	2.02	U
21. Wildwood Dr & SR 207 Intersection	Sidewalk, Curb & Gutter	From SR 207 S to End of Curb on Wildwood Dr	850°x40°=0.78ac	Sidewalk-425'; Curbing-1200'	0.78	U
22. Wildwood Dr	Guard Rails (6 sets, all need weed-eating)	Along Wildwood Dr	8360'x20'=3.83ac		3.83	Ū
23. Wildwood Dr	Sidewalk	From US 1 to Oak Lane on South side of Road	1680°x20°=0.77ac	Sidervalk-1680'	0.77	U
24. Lundquist Ditch	Watson Woods	Sherlock Place	580'x40'=0.53		0.53	U
25. Watson Road	Curbing, Ditch & Sidewalk	From Belles Chase Court W to	850'x50'=0.97ac	Sidewalk-850;	0.97	Ω
		Dead End, both sides of Rd		Curbing-1800°; Ditch-850°		
26. Vaill Point Rd	Sidewalk & Handralis	From US 1 to Moultrie Foreside Blvd, North side of Road	4225'x20'=1.93ac		1.93	D.
27. Shore Dr in St. Aug South, North Entrance	Curbing	From US 1 to Water Plant Entrance on North side of road	800'x20'=0.36ac	Curbing-425'	0.36	n
28. St. Augustine South Drive	Sidewalk, Green Belt & Triangle Median	From US 1 to Shore Drive on North side of road	3260'x30'=2.25ac + Triangle Median 0.12ac		2.37	D
29. Lewis Point Rd	Sidewalks Both sides of Road	From US 1 to Old Moultrie Rd	1200'x40'=1.1ac	Sidewalk-2400'	1.10	U
30. Lewis Point Rd & Old Moultrie Rd Intersection	Curbing & Sidewalks both sides of Old Moultrie	From N side of Intersection South to Kings Trace and Cemetery Driveways	1890'x20'=0.90ac	Sidewalk-1840'; Curbing-1890'	0.90	D
31. Old Moultrie Rd & Kings Estate Rd Intersection	Sidewalks, Curbing & Handraiis	From Ruba Rd to King Terrace Drive	5800'x10'=1.33ac	Sidewalk-5300°; Curbing-5300°; Handrails-625°	1.33	n
32. Old Moultrie Rd behind Wal-Mart	Curbing, all weed-eating	Behind Wal-Mart, both sides of Road	1255'x40'=1.15ac	Curbing-12557	1.15	U
33. Old Moultrie Rd & SR 312 Intersection	Sidewalk, Curbing both sides of road	From Flagler West, North to K- Mart Plaza Rear Entrance	3470'x40'=3.18ac	Sidewalk-2200'	3.18	U
34. Mizell Rd & SR 312 Intersection	Curbing	By Gate Station	785'x60'=1.08ac	Curbing-785	1.08	ת
35. SR A1A & SR 3 Intersection by McDonalds	Roadside Curbing & Medians	From SR 3 to Santander Street	1420'x150'=4.88ac		4.88	n
36. SR A1A by Old Bid Joe's Building	Sidewalk	From Santander Street to SR 3	1465'x75'=2.52ac	Sidewalk-725'	2.52	n
37. 16 th Street	Sidewalk	From A1A to Commodores Club	500'x20'=0.22ac		0.22	ū
38. St. Augustine Beach	Curb & Gutter	Alta Vista Ave & Osceola Ave	2550'x40'=2.34ac		2.34	ם
39. Rio Del Mar	Retention Pond	Off A1A S	140'x65' = 0.20ac		0.20	Ď

Site # & Road Name	Description of Work	Lecation	Acres to be Mowed	Footage of Appurtenances	# of Acres	Urban (U) / Rural (R)
40. Road & Bridge Comp.ex & Robshaw Property	Complex & Robshaw Property	Off SR 16 (1625 SR 16)	Road & Bridge Yard 1285'x100' + Robshaw Property 450'x480' = 7.89ac		7.89	D
41. Stratton Blvd	Sidewalk, Curb & Gutter & Handrails	Off SR 16	3000'x50' = 3.44ac	Sidervalk-3000°; Curb & Gutter- 3000°; Handrail-500°	3.44	D
42. CR 208 Whisper Ridge	Sidewalk & Handrails	From Pellicer Rd to Cabbage Hammock Rd on N side of 208	5280'x30' = 3.63ac		3.63	ū
43. Pacetti Rd	Sidewalks, Curbing & Medians	From Samara Lakes Parkway to SR 16	1.3 Miles x 70° =11.03ac	Sidewalk-2.6 Miles; Curbing-10.4 Miles; 8 Medians	11.03	Þ
44. Pacetti Rd	Sidewalk, Curb & Gutter & Medians	Pacetti Road at Pointed Creek Drive	750'x30'=0.51ac	Sidevvalk-1375'; Curb & Gutter- 3100';	0.51	U
45. International Golf Parkway (AKA 9 Mile Road)	Curbing, Sidewalks & Medians	From SR 16 to WGV Blvd	2 Miles x 80'=19.39ac	Sidewalk-2.6 Miles; Curbing-9.7 Miles; 9 Medians	19.39	D
46. International Golf Parkway (AKA 9 Mile Road)	Curo & Gutter, Ditches, Driveways, Drainage Structures	Intersection at US 1 approximately 1075' West of RR Crossing	1075'x40'=0.98ac	Curb & Gutter- 2150'	86.0	Þ
47. CR 210 West	Sidewalk, Sampson Sidewalk, Curbing & Medians	From Crackers BBQ to Cimarrone Golf Club	3.4 Miles x 60°=24.72ac	Sidewalk-6.8 Miles; Curbing-13.6 Miles	24.72	n
48. Leo Maguire Rd	Sidewalk	Off CR 210 West	5400'x30'=3.71ac	Sidewalk-5400'	3.71	U
49. Russell Sampson Rd	Sidewalk, Curb & Gutter, Guardrail, Round-A-Bout Median	From CR 210 to Quarterhorse Drive N	6780°x60°=9.33ac	Sidewalk-13560'; Curb&Gutter- 14060'; Guardrail-140'	9.33	Ŋ
50. Russell Sampson Rd	Sidewalk, Curbing & Guardrail	By Liberty Pines Academy from 10815 to CR 2209 (AKA St. Johns Parkway)	4000'x80'=7.34ac	Sidewalk-4050'; Curbing-8075'; Guardrail-1530'	7.34	Ω
51. CR 2209 (AKA St. Johns Parkway)	Sidewalks, Curbing & Medians	South of CR 210 West	1260'x80'=2.31ac		2.31	U
52. Greenbriar Rd	Sidewalks	From Colony at Greenbriar to SR 13 N	1.2 Miles x 40°=5.81ac	Sidewalk-2.6 miles	5.81	ū
53. CR 244 & Roberts Road Intersection	Sidewalks, Curbing & Handrails	From CR 244 to End of Sidewalks	525'x60' = 0.72ac		0.72	Ω

Site # & Road Name	Description of Work	Location	Acres to be Mowed	Footage of	Jo#	Urban (U)
				Appurtenances	Acres	/Rural (R)
54. Roberts Road	Sidewalk	From 1344 Roberts Road to SR 13 North	7410'x20' = 3.40ac	:	3.40	Þ
55. Fruit Cove Rd	Sidewalk, both sides of road	From Race Track Rd to SR 13	2.4 Miles $x 60^{\circ} = 17.45ac$	Sidewalk-4.8 Miles	17.45	n
56. Bishop Estates Rd	Sidewalk	From Race Track Rd to Eastwood Branch Drive, East Side of Road	2115'x10'=0.48ac		0.48	n
57. Racc Track Rd @ Bartram Park Blvd	Sidewalks, Curbing & Medians	Race Track Rd East of Durbin Creek Bridge at Bartram Park Blvd	2000° X8'= $0.37ac + 580^{\circ}$ X25' = $0.70ac$	Sidewalk-2000'; Medians-500'	0.70	ם
58. Racetrack Rd	Sidewalk, Curbing	From US 1 West to Bartram Springs	4225'x80'=7.75ac	Sidewalk-4225'; Curbing-8450'	7.75	n
59. Palm Valley Bridge	Sidewalk, Curbing & Gutters, Retention Ponds	Palm Valley Road	Total grassed area=6.44ac + 3 Retention Ponds 4225'x200' =19.40ac (- 3.2 acres of water	Sidewalk-3725'; Curbing-2185'; Gutter Curbing-	22.64	U - 6.44 R - 16.38
60. Palm Valley / Mickler Rd Round-A- Bout	Curb & Gutter, Medians, and Retention Pond Areas	Palm Valley Rd & Mickler Rd	Grass Medians = 0.68ac + 2 Retention Ponds = 0.42ac	Curbing-4106	1.10	U-0.68 R-0.42
61. Palm Valley Rd (East of Bridge)	Sidewalk, Curb & Gutter, Road Shoulders	From Palm Valley Bridge to Landrum Ln (except at Round- A-Bout) West & North sides of Road	10435'x20'=4.79ac	Sidewalk-1043 <i>5</i> °	4.79	U
62. Landrum Ln	Sidewalk & Curbing	From CR 210 East to Roscoe Blvd	3185'x30'=2.19ac		2.19	n
63. N/S Roscoe Blvd & Canal Blvd Intersection	Curbing & Guardrail	Palm Valley	2200'x15' = 0.75ac	Guardrail-120'; Curbing-2200'	0.75	n
64. CR 210 East By Walgreens	Sidewalk	From Woody Creek Drive to SR A1A East side of road	3150'x20' = 1.44ac		1.44	n
65. Corona Rd	Sidewalk on South Side, weed-eat back side of ditch to Vet Driveway, behind bridge handrail South side and guardrail North side	From A1A to Ponte Vedra Blvd	3800'x30' = 2.61ac		2.61	U
66. SR A1A – Ponte Vedra	Sidewalk	From Mickler Rd to CR 210 East	2.8 Miles x 50' = 16.96ac	Sidewalk-2.8 Miles	16.96	n
67. Mickler Rd & SR A1A	Weir at Guana	At Intersection	265'x60'= 0,36ac		0.36	R
68. Mickler Rd	Sidewalk, Curb & Gutter, Guardrail	From Round-A-Bout to SR A1A	6610'x15' = 2.27ac	Sidewalk-6610'; Guardrail-1125'	2.27	n
69. Ponte Vedra Blvd AKA CR 203	Sidewalk (West Side)	From Mickler Landing to 960 Ponte Vedra Blvd	7235'x13'=2.16ac	Sidewalk-7235'	2.16	U

Site # & Road Name Description of Work	Description of Work	Location	Acres to be Mowed	Footage of	# of	Urban (U)
70. Solana Road	Sidewaik	From Solana Cay West to 1200'x15'= 0.41ac Belvedere Place North side of road	1200'x15'= 0.41ac		0.41	n
71. Davis Park Road	Sidewalk & Curbing	From Nocatee Parkway to 3900'x28'=2.5ac Concrete bridge (except in front of Church)	3900'x28'=2.5ac	Sidewalk-3900' Curbing-3900'	2.5	n
72. West Augustine In-Fill Housing (St. Johns St, Duval St, & W 15 th St)	72. West Augustine Sidewaik, Curbing, Retention Ponds In-Fill Housing (St. Johns St, Duval St, & W 15 th St)	West of W King Street	3 Streets = 1.4ac + Retention Pond at end of W 15 th St = 0.3ac + Retention Ponds = 0.8ac		2.5	U