

RESOLUTION NO. 2017 - 40

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-16 AND TO EXECUTE AGREEMENTS FOR HAZARDOUS TREE REMOVAL SERVICES

RECITALS

WHEREAS, the County desires to enter into contract with TFR Enterprises Inc. to provide services for Hazardous Tree Removal Services; and

WHEREAS, the scope of the Project will generally include all supervision, labor, tools, equipment, fuel, maintenance of traffic, disposal and other associated services necessary to provide hazardous tree removal and disposal services on County maintained property and right of way (ROW). Removals will include locating utilities, removing eligible leaners, hangers, grinding stumps and disposal of all debris. Eligible hazardous trees and limbs will be identified by the County or its authorized representative.

The Contractor shall work within the Federal Emergency Management Agency's Public Assistance Program Policy Guide (PAPPG) (January, 2016) and adhere to all eligibility guidelines. If there is any scope of work items in this contract that conflict with the PAPPG, such items shall be brought to the attention of the County and resolved in advance of the work being performed. It shall solely be the Contractors responsibility to ensure that only eligible work is performed.
; and

WHEREAS, through the County's formal Bid process, TFR Enterprises Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 17-16 to TFR Enterprises Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 17-16.

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 7 day of Feb, 2017.

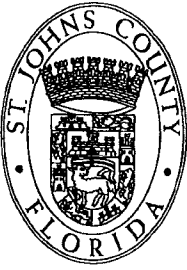
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Ram Hatten Deputy Clerk

RENDITION DATE 2/9/17





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Greg Caldwell – St Johns County Public Works Department
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 17-16, **Hazardous Tree Removal Services**
DATE: December 28, 2016

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

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

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

Department Head Approval *Greg Caldwell*

Date 1/6/17

Budget Amount 100,000

Account Funding Title _____

Funding Charge Code 0110-53120-3001-53120

Award to TFR ENTERPRISES INC.

Award Amount _____

**ST. JOHNS COUNTY
BID TABULATION**


BID TITLE

Hazardous Tree Removal Services

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY

APRIL JOHNSTON



DECISION WITH RESPECT TO THE AWARD OF ANY BID,

TABULATED BY

LEILA HARTLAND

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY

BID NUMBER

17-16

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME

December 28, 2016

2:00 PM

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

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME

FROM

12/28/16

3:00 PM

UNTIL

01/02/17

3:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

PAGE (S)

1

of

1

BIDDERS	TOTAL UNIT RATE BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM #2			
THE DAVEY TREE EXPERT COMPANY	\$72,769.12	YES	NO	NO			
CUSTOM TREE CARE INC	\$17,795.00	YES	YES	YES			
TRR ENTERPRISES INC	\$3,490.00	YES	YES	YES			

BID AWARD DATE - _____

BID NO: 17-16**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, December 21, 2016** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 17-16; Hazardous Tree Removal Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The Contractor shall provide all supervision, labor, tools, equipment, fuel, maintenance of traffic, disposal and other associated services necessary to provide hazardous tree removal and disposal services on County maintained property and right of way (ROW). Removals will include locating utilities, removing eligible leaners, hangers, grinding stumps and disposal of all debris. Eligible hazardous trees and limbs will be identified by the County or its authorized representative.

The Contractor shall work within the Federal Emergency Management Agency's Public Assistance Program Policy Guide (PAPPG) (January, 2016) and adhere to all eligibility guidelines. If there is any scope of work items in this contract that conflict with the PAPPG, such items shall be brought to the attention of the County and resolved in advance of the work being performed. It shall solely be the Contractor's responsibility to ensure that only eligible work is performed.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and hold any, and all, certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance at the time the bid is due. Bidders must have successfully performed at least three (3) hazardous tree removal operations for a large County (population greater than 100,000) as the Prime Bidder over the last ten (10) years.

Bid Documents, Project Specifications may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-16. 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 St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, **in writing**, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. **Questions are due no later than 4:00PM on Wednesday, December 7, 2016**, 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 a 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.

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
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

December 16, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-16 Hazardous Tree Removal Services

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Bidders must return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department; 500 San Sebastian View; St. Augustine, FL 32084.

Additions/Revisions/Clarifications:

The bid due date has been *changed* to Wednesday, December 28, 2016 at 2:00PM. The final addendum will now be issued no later than Wednesday, December 21, 2016.

Bid Due Date: Wednesday, December 28, 2016 2:00pm

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

December 21, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-16 Hazardous Tree Removal Services

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Karen Fullerton, Procurement Supervisor; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarifications:

1. Is the properly executed Contractor's Qualifications Statement of A1A Document A305 on page 10 to be submitted with the proposal or upon award?

Answer: *A properly executed Contractor's Qualifications Statement of A1A Document A305 only needs to be submitted upon the County's request.*

2. P. 16 says that total unit rate price has to be in both numerals and words.
 - a. Do the prices on Attachment A need to be in both numerals and words as well?

Answer: *No, the unit prices in Attachment A only need to be provided in numerals.*

3. P. 19 states "We, the undersigned" but there is no signature line. Does the signature line on page 20 count or should sign p. 19 as well?

Answer: *Yes, the signature line on page 20 includes the information on page 19.*

4. P. 22 Attachment C has in parenthesis at the bottom of the page "Attach power of attorney to original bid bond and financial statement of Surety Company". I do not see where the Bid asked for a Financial Statement. Is this asking for a letter of bonding capacity from the surety company or for our company's financial statements?

Answer: *If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided, 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, the County is not requesting copies of Bidders financial statements. Please see page 8 and 9 of the Bid Documents for further instructions regarding Bid Security.*

5. Can you please clarify the workload that is expected or a dollar volume that the county has allocated to this bid? For instance, is the county looking for a full time crew or crews to work year round?
Answer: *County staff has identified a total quantity of 200 trees; however, a formal analysis has not been completed. This quantity is an estimate and is subject to increase or decrease at the County's discretion. The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
6. Is there a determined amount of work that needs to be done as soon as the bid is awarded and then the contractor would just be used on a on call basis?
Answer: *Please see answer to question No. 5.*
7. By getting a better understanding of the workload will give us the ability to give a better price to the county. Are we looking at a 100 trees or a 1,000 trees?
Answer: *Please see answer to question No. 5.*
8. I wanted to confirm that it is the contractor's responsibility for all MOT on the roadways and that this price needs to be included in the price per tree? There is not a separate line item for this cost that I see.
Answer: *The contractor is responsible for all MOT and the cost shall be included within the submitted rates on Attachment "A"-Unit Rate Price Schedule.*
9. Please confirm the Total Unit Price found on Attachment A is the sum of all unit rates found on same attachment including all \$/tree and \$/hour rates.
Answer: *Correct.*
10. Will the County consider changing the disposal fees to a pass-through expense whereby the Contractor will pay for tipping fees and invoice the County for direct costs with no markup?
Answer: *No, disposal fees will be the contractor's responsibility.*
11. Does the County have an estimate for how many Hazardous Trees, Hazardous Hanging Limbs and Hazardous Stumps have been affected in the County?
Answer: *Please see answer to question No. 5.*
12. Does the "Total Unit Rate Price ..." represent a Firm Fixed Price for all work under this contract?
Answer: *The "Total Unit Rate Price" is the sum of all the unit rate prices provided on Attachment A and is used for the purpose of determining award. Payment will be made based on the approved unit prices submitted.*
13. How is "Total Unit Rate Price ..." derived? Please give a formula for this.
Answer: *The "Total Unit Rate Price" is the sum of all the unit rate prices provided on Attachment A.*
14. If the County awards portions of this contract to more than one contractor how would this work with the pricing being a total price for all work and associated services?
Answer: *The County does not intend to award this contract to more than one contractor. Please see answer to Question No. 12.*
15. What location(s) will be designated for destination of material?
Answer: *The County will not designate a location for the materials. Please see numbers 5, 6 and 7 on page 33 for additional information.*
16. Will this be a direct Haul from the point of cut to final location?
Answer: *The County will not provide any Debris Management Sites. If the contractor elects to utilize Debris Management Sites, it will be the contractor's sole cost and responsibility. The contractor is responsible for electing method of direct haul or debris sites. Please see numbers 5, 6 and 7 on page 33 for additional information.*

17. Will there be Debris Management Sites for reduction of material?
Answer: Please see answer to question No. 16.
18. How many Debris Management Sites will be available and how will they be chosen?
Answer: Please see answer to question No. 16.
19. Will there be reduction by grinding?
Answer: *The County will not provide any sites for grinding. If the contractor elects to utilize a separate site for grinding it will be the contractor's sole cost and responsibility. Please refer to page 32 of Bid Document.*
20. Where will grinding take place?
Answer: *The County will not provide any sites for grinding. If the contractor elects to utilize a separate site for grinding it will be the contractor's sole cost and responsibility. Please refer to page 32 of Bid Document.*
21. There is 1 inch missing between each tree size, what will happen when a tree is cut that falls in this area, ex. 1" to 6" then 7" to 9" what if the tree measures 6-1/2"?
Answer: *A tree must be greater than the lower measurement to be considered within each bracket, e.g. a 6-1/2" tree will be considered to be 6", a 9-1/2" tree will be considered a 9" tree, etc.*
22. Where will 12 feet clearance elevation be measured? From the top of the break in the branch or other? Please explain
Answer: *The 12 feet clearance elevation will be measured directly under the locations of the cut, from the ground to the lower side of limb.*
23. Who will be measuring the 12 feet elevation clearance?
Answer: *The County will determine if each limb removal will be considered below or above 12' clearance elevation.*
24. What equipment will they use to measure the 12 feet elevation clearance?
Answer: *Various equipment may be used to determine the height of the cuts to determine the correct pay item.*
25. When will this measurement take place?
Answer: *The measurement will take place prior to cutting.*
26. Will private roads be included in the SOW?
Answer: *No, private roads will not be included.*
27. Will gated communities be included in the SOW?
Answer: *No, gated communities will not be included.*
28. What are the specifications for grinding of stumps?
Answer: *Stumps shall be ground to a depth 8" below surrounding ground elevation. All debris from grinding operations shall be removed according to the terms of the contract.*
29. Stump void backfill specifications?
Answer: *Backfill shall be clean natural or virgin soil free of debris and contaminants and suitable for plant growth. It shall have a minimum of 2.5% and a maximum of 10% organic matter content and have a pH value of 4.5 or greater and less than or equal to 8.5. All material is subject to County approval.*
30. What will the tipping fees be? Will they be locked in for the entirety of this project?
Answer: *The County does not have this information. Please see numbers 5, 6 and 7 on page 33 of Bid Documents.*

31. Will the County require the contractor to remove eligible stumps that have been previously cut by others where the stump is the only remaining portion of the once hazardous tree?
Answer: *No.*
32. Will a Florida General Contractor License be required for this project?
Answer: *No, a Florida General Contractor's License is not required.*
33. The "Qualifications of Contractors" requires that each bidder must be fully licensed to do business in the State of Florida including holding all licenses required by the County. Does St Johns County require a local business license?
Answer: *Yes.*
Can this license be obtained if we are the winning bid?
Answer: *Yes.*
34. Contract Duration and Renewal states that the contract term is one year? Does the contract terminate when debris cleanup from Hurricane Matthew is completed? Or is it possible to carry over to another storm or incorporate into a pre-disaster contract.
Answer: *The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
35. In the event we complete this work in 60 days, will this contract remain in force for the remainder of the term?
Answer: *The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
36. Is the requirement for Errors and Omissions insurance applicable to this contract?
Answer: *No, Errors and Omissions insurance is not applicable to this contract.*
37. Please confirm that the "total Unit Price" is the sum of the 35 bid items to include the hourly price per climber?
Answer: *The "Total Unit Rate Price" represents the sum of all the unit rate prices provided on Attachment A.*
38. The bid tab sheet requires a bid for 1" to 6" trees but the specifications state that the contractor will not be compensated for cutting trees less than 6". Please address this conflict.
Answer: *The following language is stricken from the Bid document: Pg 31. Removal of Eligible Hazardous Trees Section : "The County will not compensate the contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis." Please submit a unit price on the Bid sheet for 1" to 6".*
39. Will the County add a line item for vegetative debris removal per the scope of work?
Answer: *No, the Vegetative Debris Removal section provides the specifications for removal of the debris generated by the work on this contract. All cost associated with debris removal should be included for all unit price items submitted on the unit rate price schedule.*
40. What is the difference between "Removal of Eligible Hazardous Trees No Stump grinding" and "Removal of Eligible Hazardous Trees No Stump Extraction"?
Answer: *There is no difference.*
41. The specifications state that eligible hazardous trees will be identified by the County or its representative. Will all eligible trees and limbs be cut? Will the County be using a third party monitor? If yes, who?
Answer: *All trees and limbs determined by the County or its representative will be cut. Use of third party monitor will be determined upon award of the contract.*

42. The specifications state that "reduction methods are at the discretion of the County." Please advise which methods will be acceptable as it will affect pricing.
Answer: *The County will allow chipping of material directly into trucks specifically designed for such activity if site conditions allow. The County will consider other reduction methods if offered by the contractor.*
43. The Specifications address vegetative debris removal. Please confirm that the only debris to be removed will be generated by cutting of trees by the awarded contractor.
Answer: *The only debris to be removed will be debris generated by work on this contract.*
44. The specifications address damage to existing utilities and state that they are responsible for all costs associated with repairs. How will it be determined that the damage was not preexisting prior to the tree removal?
Answer: *Per the specifications of the contract, this will be determined by the affected utility company. The contractor should take all necessary action to address pre-existing damage prior to starting work at each site.*
45. Will the County raise the bid bond requirements to 5% of the total bid or \$50,000 whichever is greater to ensure that the contractor awarded this project is capable of performance?
Answer: *Please see Bid Bond requirements on page 8 of the Bid document.*
46. Is the County going to require a payment and performance bond per FEMA guidelines?
Answer: *Yes, there will be a requirement for a payment and performance bond that will be obtained upon execution of the contract.*
47. Are there any engineer estimates with regard to the number of hazardous leaner and hanger trees and limbs which will need to be removed?
Answer: *County staff has identified an estimated quantity of 200 trees; however, a formal analysis has not been completed. This quantity is an estimate and is subject to increase or decrease at the County's discretion. The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*

Bid Due Date remains December 28, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

 Signature and Date

April Johnston
 Procurement Coordinator

 Printed Name/Title

 Company Name (Print)

END OF ADDENDUM NO. 2

BID NO: 17-16

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Hazardous Tree Removal Services

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

DATE SUBMITTED: 12/28/14

BID PROPOSAL OF

TFR Enterprises, Inc
Full Legal Company Name

(512) 505-0710

601 Leander Dr. Leander, TX 78641

(512) 528-1942

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 17-16; Hazardous Tree Removal Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT RATE PRICE SCHEDULE:

FOR: Bid No: 17-16; Hazardous Tree Removal Services

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

3,490.00

Total Unit Rate Price Written in Numerals

Three thousand four hundred ninety dollars 100

Total Unit Rate Price Written in Words

Each Bidder shall insert the Total Unit Rate Price in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit rate prices submitted on Attachment "A" - Unit Rate Price Schedule, on subsequent pages to calculate the Total Unit Rate Price.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Unit Rate Price using the submitted unit rate prices on Attachment "A" below, to determine the lowest, responsive, responsible bidder.

Bid No: 17-16

ATTACHMENT "A"
UNIT RATE PRICE SCHEDULE

Each Bidder shall submit the unit prices for each line item as provided below. These unit rate prices shall dictate the bid price submitted on the Official County Bid Form on p. 16 above. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services. The unit rate price must include all supervision, labor, tools, equipment, fuel, maintenance of traffic, mobilization, location of utilities, demobilization, and disposal, and all other associated costs necessary to provide hazardous tree removal, transport, and disposal services on County maintained property and right of way (ROW).

Removal of Eligible Hazardous Trees No Stump grinding:

1" to 6" in diameter.....	\$ <u>70.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>70.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>70.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>90.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>90.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>115.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>115.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>115.00</u>	Per Tree

Removal of Eligible Hazardous Trees Including Stump grinding:

1" to 6" in diameter.....	\$ <u>80.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>80.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>80.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>110.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>110.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>130.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>130.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>130.00</u>	Per Tree

Removal of Eligible Hazardous Trees No Stump Extraction:

1" to 6" in diameter.....	\$ <u>70.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>70.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>70.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>90.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>90.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>110.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>160.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>110.00</u>	Per Tree

Bid No: 17-16

ATTACHMENT "A"
UNIT RATE PRICE SCHEDULE (cont.)

Removal of Eligible Hazardous Trees Including Stump Extraction:

1" to 6" in diameter.....	\$ <u>80.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>80.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>80.00</u>	Per Tree
16" to 20" in diameter	\$ <u>110.00</u>	Per Tree
21" to 40" in diameter	\$ <u>110.00</u>	Per Tree
41" to 60" in diameter	\$ <u>135.00</u>	Per Tree.
61" to 80" in diameter.....	\$ <u>135.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>135.00</u>	Per Tree

Removal of Eligible Hazardous Limbs:

Limb Removal greater than 2" in diameter to 12 Feet Clearance Elevation	\$ <u>115.00</u>	Per Tree
Limb Removal greater than 2" in diameter to above 12 Feet Clearance Elevation	\$ <u>115.00</u>	Per Tree
Removal of trees with no access for equipment, requiring a "Climber"	\$ <u>90.00</u>	Per Hour

Total Unit Rate Price \$ 3,490.00

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

No.: 1 Date Received: 12/16/14

No.: 2 Date Received: 12/21/14

No.: _____ Date Received: _____

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

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of fifty thousand dollars (\$ 50,000.00), or two thousand five hundred dollars (\$ 2,500.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: TFR Enterprises, Inc (Seal)

By: [Signature] Tipton F. Rowland, CEO
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Julie Rowland, CFO
Signature of Authorized Representative (Name & Title typed or printed)

Address: 001 Leander Dr. Leander, TX 78641

Telephone No.: (512) 260-3322 Fax No.: (512) 528-1942
(512) 505-0710

Email Address for Authorized Company Representative: tiffanyw@tfrinc.com

Federal I.D. Tax Number: 721149802 DUNS #: 081346561
(if applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Unit Rate Price
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – Certificate as to Corporate Principal
 - Attachment "D" – License / Certification List
 - Attachment "E" – List of Proposed Sub-Contractors/Equipment Vendor
 - Attachment "F" – Conflict of Interest Disclosure Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 17-16

ATTACHMENT "B"

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.

Texas Williamson
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Tipton F. Rowland who being duly sworn, deposes and says he is CEO/President (Title) of the firm of TFR Enterprises, Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-16, Hazardous Tree Removal Services, in St. Johns County, Florida.

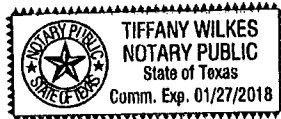
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

TFR Enterprises, Inc
(Bidder)

By: [Signature]
CEO
(Title)

Sworn and subscribed to me this 20th day
of December 20 16.

Notary Public:
Tiffany Wilkes
Signature
Tiffany Wilkes
Printed



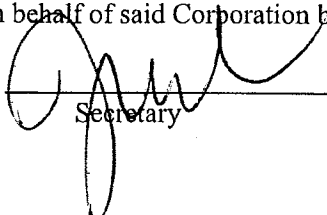
My commission Expires: January 27, 2018

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

Bid No.: 17-16

ATTACHMENT "C"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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



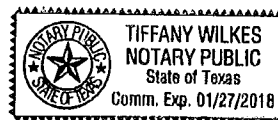
Secretary Corporate Seal

Texas
(STATE OF ~~FLORIDA~~)
COUNTY OF ~~ST. JOHNS~~) Williamson

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

Subscribed and sworn to me this 20th day of December, 2016, A.D.

NOTARY PUBLIC
State of Florida ~~at large~~ Texas



My Commission Expires: January 27, 2018

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

Bid No: 17-16

ATTACHMENT "D"
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
please see			
attached list.			



MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address _____, Phone: (____) ____ - _____, Fax: (____) ____ - _____ and email: _____.

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

ARTICLE 1 – DURATION and RENEWAL

This Contract Agreement shall become effective on _____, shall be in effect for an initial contract term of _____ () calendar year, and may be renewed for up to a maximum of _____ () _____ () 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 St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of 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 duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County _____ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, 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, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- 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, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. 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:

F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. 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 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Contract may be terminated by the County without cause upon at least _____ () calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least _____ () calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than _____ () consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – 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 10 – SUBCONTRACTING

St. Johns 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 11 – 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 not 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 12 – AVAILABILITY OF FUNDS

St. Johns 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 13 - 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 St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

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.

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

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

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - 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 16 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party 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 17 - 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 St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 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 18 - 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, St. Johns 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 19 - 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 20 - 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 St. Johns 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 21 - 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 St. Johns 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 St. Johns 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 22 - 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 23 - 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. St. Johns 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 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Contract 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 26 - 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 27 - 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 28 - 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 29 - AMENDMENTS AND MODIFICATIONS

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

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County 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 to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 30 - 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 31 - 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 32 - 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 Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - 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 34 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – 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 37 – 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 three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

EXHIBIT "A"

BID NO: _____ ;

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with _____ as submitted on the proposal and approved by the County. The 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 ***prior*** to any work being implemented and shall be added to the applicable Contract Amendment.

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

EXHIBIT "A-1"

BID NO: _____ ;

PRICING

EXHIBIT "B"

BID NO: _____ ;

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on _____, and shall remain in effect for a period of _____ () year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for _____ (), _____ () 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.