

RESOLUTION NO. 2018 - 214

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-39R AND TO EXECUTE AN AGREEMENT FOR DEEP CREEK VEGETATION REMOVAL SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with Future Horizons, Inc. to improve the flow at Deep Creek; and

WHEREAS, the project includes the removal and legal disposal of nuisance vegetation and fallen trees in the designated work area in order to facilitate flow from Sixteen Mile Creek (south of the County Road 13 bridge) north to Deep Creek in an effort to reduce flooding in this area; and

WHEREAS, through the County's formal Bid process, Future Horizons, Inc. was the lowest, responsive, responsible bidder 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, and incorporated herein) and finds that entering into a contract to complete the work services serves a public purpose.

WHEREAS, the contract 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:

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. 18-39R to Future Horizons, Inc. and to and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement with Future Horizons, Inc. 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 No. 18-39R.

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 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron

Paul M. Waldron, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: John S. Platt Deputy Clerk

RENDITION DATE 7/19/2018





CONTRACT AGREEMENT
BID NO: 18-39R; DEEP CREEK VEGETATION REMOVAL SERVICES
Master Contract #: 18-MAS-FUT-09475

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Future Horizons, Inc.** ("Contractor"), authorized to do business in the State of Florida, with mailing address: P.O. Box 1115, Hastings, FL 32145; Phone: (904) 692-1187; Fax: (904) 692-1193; and Email: info@futurehorizonsinc.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for a period of ninety (90) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this 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 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 Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to remove and legally dispose of nuisance vegetation and fallen trees in the designated work area in order to facilitate flow from Sixteen Mile Creek (south of the County Road 13 bridge) north to Deep Creek in an effort to reduce flooding in this area, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 18-56 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Engineering Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. 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 an amount not to exceed one hundred eighteen thousand, five hundred ninety dollars (\$118,590.00) according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 - 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Engineering Department
Attn: Joan Anderson
2750 Industry Center Road
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fourteen (14) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide

written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- 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 10 – PERSONNEL

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

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

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

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

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

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

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

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

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

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07,

Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

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

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

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, 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 a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

ARTICLE 15 - 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 16 - SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – 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 19 – CONFLICT OF INTEREST

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

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

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

ARTICLE 20 – 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 omissive 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 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 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

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

ARTICLE 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 – ENFORCEMENT COSTS

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

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies

of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

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

ARTICLE 30 – SEVERABILITY

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

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – ARBITRATION

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

ARTICLE 34 - NOTICES

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

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Future Horizons, Inc.
Attn: Chris Railing, Field Operations Supervisor
P.O. Box 1115
Hastings, FL 32145

ARTICLE 35 - HEADINGS

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

ARTICLE 36 –PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records

Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

ARTICLE 37 – USE OF COUNTY LOGO

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

ARTICLE 38 – SURVIVAL

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

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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:

Jamie Locklear, MPA, CPPB, FCCM
Purchasing Manger

Signature County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

Future Horizons, Inc.

Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

DRAFT



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

June 5, 2018

RE: Bid No: 18-39R; Deep Creek Vegetation Removal Services

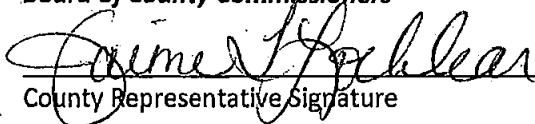
Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract to Future Horizons, Inc. as the lowest responsive, responsible bidder for Bid No: 18-39R; Deep Creek Vegetation Removal Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00 P.M., Friday, June 8, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to enter into negotiations.

Please forward all correspondence, requests or inquiries directly to David Klages, Procurement Coordinator, at dklages@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 6/4/18

Jaime T. Locklear, MPA, CPPB, FCCM, Purchasing Manager
Name & Title (Printed)



**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: Jay Brawley, County Engineer
FROM: David Klagés, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No: 18-39R; Deep Creek Vegetation Removal Services
DATE: May 23, 2018

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 

Date 5/31/18

Budget Amount \$ 150,000

Account Funding Title TRANS TRUST / IMPROV. OF T. BIDS

Funding Charge Code 1114-56301-5239-56301

Award to FUTURE HORIZONS, INC.

Award Amount \$118,590.⁰⁰

Bid No: 18-39R

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: DEEP CREEK VEGETATION REMOVAL SERVICES

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

DATE SUBMITTED: 5/23/18

BID PROPOSAL OF

Future Horizons, Inc.
Full Legal Company Name

PO Box 1115, Hastings, FL 32145
Mailing Address

904-692-1187
Telephone Number

904-692-1193
Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-39R; Deep Creek Vegetation 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:

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.

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

\$ 118,590.⁰⁰
Total Lump Sum Bid Price (Numerical)

One hundred Eighteen Thousand Five Hundred Ninety 00/100 Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Lump Sum Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

Bidders must type or legibly write, in blue or black ink, the Total Lump Sum Bid Price.

BIDDER'S PROPOSED DISPOSAL SITE(S):

3901 NW 219th Street Road
Micanopy, FL 32167

Note: Disposal site(s) must be mutually agreed upon between Contractor and County prior to execution of the Contract. No additional cost shall be incurred for disposal sites not listed above.

Bid No: 18-39R

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

No.: 1 Date Received: 5/14/18

No.: 2 Date Received: 5/16/18

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 Total Lump Sum 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 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.

Bid No: 18-39R

CORPORATE/COMPANY

Full Legal Company Name: Future Horizons Inc. (Seal)

By: [Signature] Chris Railing / Field Operations Supervisor
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: PO Box 1115 Hastings, FL 32145-1115

Telephone No.: (904) (902) - 1187 Fax No.: (904) (902) - 1193

Email Address for Authorized Company Representative: info@futurehorizonsinc.com

Federal I.D. Tax Number: 59-1672451 DUNS #: 08-135-4193
(if applicable)

INDIVIDUAL

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

Address: _____

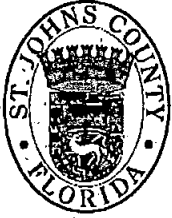
Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" - Affidavit
 - Attachment "B" - ~~Certificate as to Corporate Principal~~ (Sent check)
 - Attachment "C" - License/Certification List
 - Attachment "D" - List of Proposed Sub-Contractors
 - Attachment "E" - Conflict of Interest Disclosure Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", and "E", Bid Bond (form 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.



St. Johns County Board of County Commissioners

Purchasing Division

May 14, 2018

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-39R; Deep Creek Vegetation Removal Services

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will acknowledge before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Questions:

1. Will mulching in the wetland be permitted?
Answer: No.
2. How many acres are to be serviced?
Answer: Please refer to the General Legend on drawing C3 of the project plans/drawings.
3. Is a Performance/Maintenance Bond required?
Answer: No, only a Bid Bond is required.
4. Is the chemical treatment to be one-time only?
Answer: Yes, if a 95% kill is achieved. The County or its representative will schedule and meet with the Contractor 30 days after treatment to confirm this requirement has been met. If the requirement is not met, the Contractor will be required to perform an additional treatment at no additional cost to the County.
5. None of the herbicides listed in the permit are for tree stumps. What herbicide(s) should be used to treat the tree stumps?
Answer: Herbicide to treat wood stumps shall be an aquatic labeled herbicide such as Garlon 3A or equivalent.
6. Tree stumps need to be treated as soon as they are cut. The scope calls for herbicide treatment immediately upon conclusion of the vegetation removal. What should we do in this case?
Answer: Stumps shall be treated as soon as they are cut.
7. Is vertical clearing required or just ground level clearing?
Answer: Ground level per the specifications only.
8. Why does the size of the chippings matter if the material is to be hauled away? Can this requirement be removed from the scope of work?
Answer: The chip size requirement is hereby removed from the scope of work.

9. Can the grass be cut and hauled away without being chipped?
Answer: All herbaceous vegetation, floating or rooted, shall be herbicided in place and does not need to be removed. A 95% kill is required. The County or its representative will schedule and meet with the Contractor 30 days after treatment to confirm this requirement has been met.
10. Can the grass be cut/mulched in place and left there?
Answer: See response to Question #9.
11. What is the County's budget for this project?
Answer: \$150,000.
12. What if the lowest bid exceeds the budget?
Answer: The County will examine the bid prices and consider its options.
13. Is there grant money associated with this project?
Answer: No.
14. Do the Davis-Bacon Act labor rates apply to this project?
Answer: No.
15. Multiple herbicide treatments should be applied during the flowering stage for best results. Is the intent of the herbicide treatment to sterilize the project area completely?
Answer: Contractor is only responsible for an herbicide treatment that achieves a 95% kill rate.
16. Is removing rice considered "root removal"?
Answer: See response to Question #9.
17. Are we required to remove sandbars?
Answer: No.
18. Should the cutting be stopped at the waterline, or done deeper?
Answer: Cutting of all woody vegetation needs to be cut at an elevation such that an effective cut stem treatment of herbicide can occur and achieve a 95% kill rate. The cut should not be below the water surface to allow for herbicide treatment.
19. Is equipment permitted or will this be hand removal only?
Answer: Equipment is permitted as long as it doesn't cause root removal as root removal would constitute "dredging" and the permit does not allow for dredging.
20. The work area contains vegetation that is not listed on the permit. Should the removal of vegetation not listed on the permit be considered collateral damage?
Answer: Only woody vegetation is to be removed. Incidental take of other woody species within the work zone is acceptable.
21. When will the County flag the work area?
Answer: Not until the BOCC has approved the project (the area will be flagged prior to contract execution).
22. Who provides the turbidity barrier?
Answer: Contractor.
23. Will turbidity testing be done on a daily basis?
Answer: No.
24. Will the disposal site be inspected?
Answer: Occasionally to make sure the material is being disposed of legally and properly.

25. Does the County have documentation of soil borings taken when the bridge was being built?

Answer: No.

26. Raking the cut vegetation may cause root removal. How clean does the project area have to be?

Answer: See response to Question #9.

27. Will fallen trees and shrubs be removed?

Answer: Only fallen trees/shrubs with a diameter greater than 4" and that have recently fallen with a majority of the tree/shrub remaining above the water surface shall be removed. No historic submerged tree trunks shall be removed.

28. Will miscellaneous materials such as tires, garbage, etc. need to be removed?

Answer: Only large items such as refrigerators and tires within the work area shall be removed.

29. Will any vegetation be added to the permit? If so, what?

Answer: No vegetation species will be added to the permit at this time.

THE SUBMITTAL DUE DATE REMAINS MAY 23, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Chris Rowling / Field Operations Supervisor

Future Horizons, Inc.
Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

May 16, 2018

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-39R; Deep Creek Vegetation Removal Services

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will acknowledge before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Questions:

- Can turbidity tests be taken on a daily basis instead of a turbidity barrier? In the event that the turbidity test exceeds maximum allowance the contractor would be responsible for installation and maintenance of the barrier.
Answer: No. The Contractor shall, at a minimum, install turbidity barriers along the perimeter of the work area where standing water is present.
- Can the Longshore and Harbor Workers' Compensation Act (LHWCA) insurance requirement be removed due to the fact that Deep Creek/Sixteen Mile Creek are non-navigable waterways and therefore, the LHWCA insurance wouldn't be required?
Answer: No because Deep Creek/Sixteen Mile Creek historically have been/are navigable and feed into the St. Johns River, which is also navigable.

THE SUBMITTAL DUE DATE REMAINS MAY 23, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Chris Baring / Field Operations Supervisor
Future Horizons, Inc.
Company Name (Print)

END OF ADDENDUM NO. 2

Bid No: 18-39R

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Future Horizons, Inc. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ 5,999.00) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated May 23rd, 2018.

For
Deep Creek Vegetation Removal Services

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 23rd day of May, A.D., 20 18, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bid No: 18-39R

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Chris Bailing
PRINCIPAL:

Future Horizons, Inc.
NAME OF FIRM:

Zenna R. Dean
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Secretary
TITLE

PO Box 1115
BUSINESS ADDRESS

Hastings FL
CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

0066582 11-24
Office AU # 1210(8)

CASHIER'S CHECK

SERIAL #: 6658203480
ACCOUNT#: 4861-513257

Remitter: FUTURE HORIZONS INC
Purchaser: EMMA R DEAN
Purchaser Account: 2000015728346
Operator I.D.: u464745 u464745
Funding Source: Paper Items(s)

May 23, 2018

PAY TO THE ORDER OF ***THE BOARD OF COUNTY COMMISSIONERS OF ***
SAINT JOHNS COUNTY

\$5,929.50

Five thousand nine hundred twenty-nine dollars and 50 cents

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1919 US HWY 1 S
SAINT AUGUSTINE, FL 32086
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER—IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 5,929.50
NON-NEGOTIABLE

Purchaser Copy

FB004 M1203 70398086

PRINTED ON LINE MARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES. SEE BACK.

0066582 11-24
Office AU # 1210(8)

CASHIER'S CHECK

6658203480

Remitter: FUTURE HORIZONS INC
Operator I.D.: u464745 u464745

May 23, 2018

PAY TO THE ORDER OF ***THE BOARD OF COUNTY COMMISSIONERS OF ***
SAINT JOHNS COUNTY

\$5,929.50

Five thousand nine hundred twenty-nine dollars and 50 cents

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1919 US HWY 1 S
SAINT AUGUSTINE, FL 32086
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 5,929.50
Richard Levy
CONTROLLER

Security Features Included. Details on Back.

⑈6658203480⑈ ⑆121000248⑆4861513257⑈

Bid No: 18-39R

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 Chris Bailing who being duly sworn, deposes and says he is Field Operations Supervisor (Title) of the firm of Future Horizons, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 18-39R; Deep Creek Vegetation Removal Services, in St. Johns County, Florida.

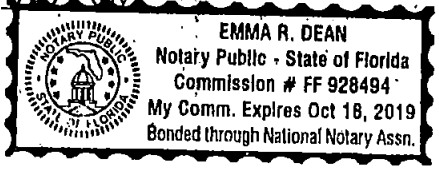
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

[Signature]
(Bidder)

By: Chris Bailing
Field Operations Supervisor
(Title)

Sworn and subscribed to me this 23rd day of May, 2018.

Notary Public:
[Signature]
Signature
Emma R. Dean
Printed



My commission Expires: Oct 18th, 2019

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19073

PARKER, BRIAN EUOENE
720 TRADEWIND DR
#13
NORTH PALM BEACH, FL 33408

Categories
6, 5A, 21

Issued: March 25, 2016 Expires: April 30, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

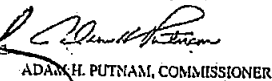
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM132

BLACKBURN, ROBERT DAVID
PO BOX 1115
HASTINGS, FL 32145-1115

Categories
6, 5A

Issued: December 29, 2015 Expires: January 31, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

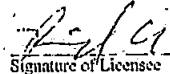
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM11864

BLACKBURN, RICHARD ALAN
113 RIVERSIDE BLVD
EAST PALATKA, FL 32131

Categories
5A, 6, 21

Issued: April 21, 2016 Expires: May 31, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

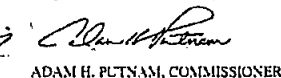
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24492

MCKINSEY, BENJAMIN JASON
549 KEUKA RD
INTERLACHEN, FL 32148

Categories
5A

Issued: October 19, 2016 Expires: October 31, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

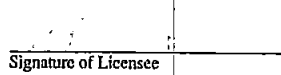
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

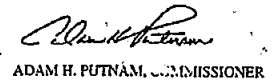
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18311

KENNEY, STEVEN MATTHEW
PO BOX 1349
HASTINGS, FL 32145-1349

Categories
6, 5A

Issued: March 12, 2015 Expires: March 31, 2019


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

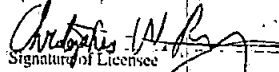
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14640

RAILING, CHRISTOPHER WAYNE
PO BOX 1115
HASTINGS, FL 32145

Categories
5A, 21, 6

Issued: October 17, 2016 Expires: November 30, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

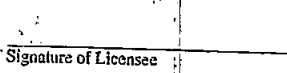
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

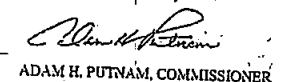
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM13609

BLACKBURN, ROBERT DAVID
PO BOX 1115
HASTINGS, FL 32145

Categories
5A, 6

Issued: May 14, 2015 Expires: June 30, 2019


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

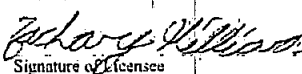
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24506

HILLIARD, ZACHARY WILLIAM
540 S COUNTY ROAD 21
HAWTHORNE, FL 32640

Categories
5A

Issued: October 27, 2016 Expires: October 31, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

ONER
of 017

ONER
ected use

Bid No: 18-39R

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No: 18-39R; Deep Creek Vegetation Removal Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

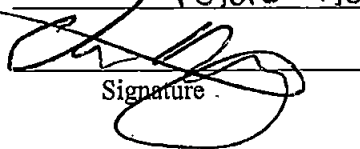


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Future Horizons, Inc.

Authorized Representative(s):



Signature

Chris Railing / Field Operations Supervisor

Print Name/Title

Signature

Print Name/Title

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE DEEP CREEK VEGETATION REMOVAL SERVICES

BID NUMBER 18-39R

OPENING DATE/TIME May 23, 2018 2:00 PM

POSTING DATE/TIME 05/23/18 4:00 PM FROM UNTIL 05/29/18 4:00 PM

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

OPENED BY David Klages
TABULATED BY Bryan Matus
VERIFIED BY David Klages

BIDDERS	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDA 1 & 2			
FUTURE HORIZONS, INC	\$118,590.00	YES	YES			
MODERN BUILDING SOLUTIONS, LLC	\$150,000.00	YES	YES			
TFR ENTERPRISES, INC	\$550,000.00	YES	YES			

BID AWARD DATE:



St. Johns County Board of County Commissioners

Purchasing Division

May 14, 2018

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-39R; Deep Creek Vegetation Removal Services

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will acknowledge before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Questions:

1. Will mulching in the wetland be permitted?
Answer: No.
2. How many acres are to be serviced?
Answer: Please refer to the General Legend on drawing C3 of the project plans/drawings.
3. Is a Performance/Maintenance Bond required?
Answer: No, only a Bid Bond is required.
4. Is the chemical treatment to be one-time only?
Answer: Yes, if a 95% kill is achieved. The County or its representative will schedule and meet with the Contractor 30 days after treatment to confirm this requirement has been met. If the requirement is not met, the Contractor will be required to perform an additional treatment at no additional cost to the County.
5. None of the herbicides listed in the permit are for tree stumps. What herbicide(s) should be used to treat the tree stumps?
Answer: Herbicide to treat wood stumps shall be an aquatic labeled herbicide such as Garlon 3A or equivalent.
6. Tree stumps need to be treated as soon as they are cut. The scope calls for herbicide treatment immediately upon conclusion of the vegetation removal. What should we do in this case?
Answer: Stumps shall be treated as soon as they are cut.
7. Is vertical clearing required or just ground level clearing?
Answer: Ground level per the specifications only.
8. Why does the size of the chippings matter if the material is to be hauled away? Can this requirement be removed from the scope of work?
Answer: The chip size requirement is hereby removed from the scope of work.

9. Can the grass be cut and hauled away without being chipped?
Answer: All herbaceous vegetation, floating or rooted, shall be herbicided in place and does not need to be removed. A 95% kill is required. The County or its representative will schedule and meet with the Contractor 30 days after treatment to confirm this requirement has been met.
10. Can the grass be cut/mulched in place and left there?
Answer: See response to Question #9.
11. What is the County's budget for this project?
Answer: \$150,000.
12. What if the lowest bid exceeds the budget?
Answer: The County will examine the bid prices and consider its options.
13. Is there grant money associated with this project?
Answer: No.
14. Do the Davis-Bacon Act labor rates apply to this project?
Answer: No.
15. Multiple herbicide treatments should be applied during the flowering stage for best results. Is the intent of the herbicide treatment to sterilize the project area completely?
Answer: Contractor is only responsible for an herbicide treatment that achieves a 95% kill rate.
16. Is removing rice considered "root removal"?
Answer: See response to Question #9.
17. Are we required to remove sandbars?
Answer: No.
18. Should the cutting be stopped at the waterline, or done deeper?
Answer: Cutting of all woody vegetation needs to be cut at an elevation such that an effective cut stem treatment of herbicide can occur and achieve a 95% kill rate. The cut should not be below the water surface to allow for herbicide treatment.
19. Is equipment permitted or will this be hand removal only?
Answer: Equipment is permitted as long as it doesn't cause root removal as root removal would constitute "dredging" and the permit does not allow for dredging.
20. The work area contains vegetation that is not listed on the permit. Should the removal of vegetation not listed on the permit be considered collateral damage?
Answer: Only woody vegetation is to be removed. Incidental take of other woody species within the work zone is acceptable.
21. When will the County flag the work area?
Answer: Not until the BOCC has approved the project (the area will be flagged prior to contract execution).
22. Who provides the turbidity barrier?
Answer: Contractor.
23. Will turbidity testing be done on a daily basis?
Answer: No.
24. Will the disposal site be inspected?
Answer: Occasionally to make sure the material is being disposed of legally and properly.

25. Does the County have documentation of soil borings taken when the bridge was being built?

Answer: No.

26. Raking the cut vegetation may cause root removal. How clean does the project area have to be?

Answer: See response to Question #9.

27. Will fallen trees and shrubs be removed?

Answer: Only fallen trees/shrubs with a diameter greater than 4" and that have recently fallen with a majority of the tree/shrub remaining above the water surface shall be removed. No historic submerged tree trunks shall be removed.

28. Will miscellaneous materials such as tires, garbage, etc. need to be removed?

Answer: Only large items such as refrigerators and tires within the work area shall be removed.

29. Will any vegetation be added to the permit? If so, what?

Answer: No vegetation species will be added to the permit at this time.

THE SUBMITTAL DUE DATE REMAINS MAY 23, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

May 16, 2018

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-39R; Deep Creek Vegetation Removal Services

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will acknowledge before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Questions:

1. Can turbidity tests be taken on a daily basis instead of a turbidity barrier? In the event that the turbidity test exceeds maximum allowance the contractor would be responsible for installation and maintenance of the barrier.
Answer: No. The Contractor shall, at a minimum, install turbidity barriers along the perimeter of the work area where standing water is present.
2. Can the Longshore and Harbor Workers' Compensation Act (LHWCA) insurance requirement be removed due to the fact that Deep Creek/Sixteen Mile Creek are non-navigable waterways and therefore, the LHWCA insurance wouldn't be required?
Answer: No because Deep Creek/Sixteen Mile Creek historically have been/are navigable and feed into the St. Johns River, which is also navigable.

THE SUBMITTAL DUE DATE REMAINS MAY 23, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

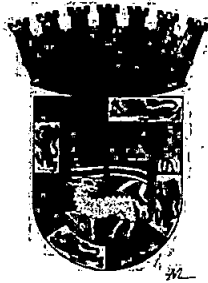
Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 18-39R

DEEP CREEK VEGETATION REMOVAL SERVICES

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

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

Final 4/26/18

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

 “A” – Affidavit

 “B” – Certificate as to Corporate Principal

 “C” – License/Certification List

 “D” – List of Proposed Sub-Contractors

 “E” – Conflict of Interest Disclosure Form

 Bid Bond

PROJECT SPECIFICATIONS

BID NO: 18-39R

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 p.m. on Wednesday, May 23, 2018 by the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 18-39R; Deep Creek Vegetation Removal Services. Bids will be opened promptly after the 2:00 p.m. deadline. **Please note:** Bids delivered to or received by 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's responsibility shall be to provide any and all labor, materials, equipment, transportation, and supervision necessary to remove and legally dispose of nuisance vegetation and fallen trees in the designated work area in order to facilitate flow from Sixteen Mile Creek (south of the County Road 13 bridge) north to Deep Creek in an effort to reduce flooding in this area.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com, by requesting Document # **18-39R**. 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: http://www.sjcfl.us/Purchasing/OpenBids.aspx. Please check the County's website for download availability and any applicable fees. Bid Documents may also be requested, **in writing**, from David Klages, Procurement Coordinator, St. Johns County Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167.

A **Non-Mandatory Pre-Bid Meeting** shall be held in the Aviles Conference Room in the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, FL 32084 on **Wednesday, May 9, 2018 at 11:00 a.m.** All firms interested in submitting a response are invited to attend this meeting. Immediately following the Pre-Bid meeting shall be a **Non-Mandatory Site Visit** so that Bidders may familiarize themselves with the conditions. Attendance at the Pre-Bid meeting and Site Visit is not required but is strongly encouraged by the County.

Any and all questions related to this project shall be directed, **in writing**, to David Klages, Procurement Coordinator, St. Johns County Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167. Questions are due no later than **5:00 p.m. on Monday, May 14, 2018**, 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 Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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's 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 Contractor 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
HUNTER S. CONRAD, 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: 18-39R; Deep Creek Vegetation Removal Services

DEFINITIONS

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.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S: 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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 which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

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, does so only for the purpose of obtaining bids on the Work and does 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 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 County at least **fourteen (14) days** 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 manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is David Klages, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Mr. Klages, **in writing**, via email at dklages@sjcfl.us or fax to (904) 209-0167.

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB, Procurement Supervisor, at ldaniels@sjcfl.us.

Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

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 Contractor 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.

PRE-BID MEETING & SITE VISIT

A **Non-Mandatory Pre-Bid Meeting** shall be held in the Aviles Conference Room in the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, FL 32084 on **Wednesday, May 9, 2018 at 11:00 a.m.** All firms interested in submitting a response are invited to attend this meeting. Immediately following the Pre-Bid meeting shall be a **Non-Mandatory Site Visit** so that Bidders may familiarize themselves with the conditions. Attendance at the Pre-Bid meeting and Site Visit is not required but is strongly encouraged by the County.

QUESTIONS

Any and all questions related to this project shall be directed, **in writing**, to David Klages, Procurement Coordinator, St. Johns County Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167. Questions are due no later than five o'clock (5:00 p.m.) on **Monday, May 14, 2018**, 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 Manager 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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

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 **entire** Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on page 17 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: 18-39R; Deep Creek Vegetation Removal 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

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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.

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. If there is an error(s) adding the unit prices, the correct amount shall be used.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of **five percent (5%) of the total bid price**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the 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 in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, 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. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

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.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

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.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum 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 Total Price amounts will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

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 seventy two (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.

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 Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

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 ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the Bidder who submits the lowest responsive, responsible Bid on the basis of the total price bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

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

INVOICING

The Contractor shall submit an invoice to the appropriate SJC Engineering Department contact at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Engineering Department
ATTN: Joan Anderson
2740 Industry Center Road
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must be fully licensed to do business in the State of Florida and provide services of the same size and scope as described herein. Each Bidder must complete and submit Attachment "C" - License/Certification List and attach a copy of any and all applicable licenses, certificates and permits shown and submit them with their Bid Proposal.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, 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 County will notify the Bidder in writing if either the County, 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 County then may, at its option, disqualify the Bidder, at no cost to the County.

The County 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 County, 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 County.

FORM OF AGREEMENT BETWEEN COUNTY 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 Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor (but no later than seventeen (17) days from the Notice of Award).

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.

CONTRACT AGREEMENT & TERM

This Agreement shall become effective upon the Effective Date, shall be in effect for a period of **ninety (90) consecutive calendar days**, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated, it is expressly noted that the County is under no obligation to extend the 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 Bid Documents.

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 seven (7) 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 seven (7) 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 County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

Issuance of more than one (1) Notification of Default shall be cause for termination. If, at any time, the Contract Agreement with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

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

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

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, 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 the awarded Contract Agreement, 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 a Contractor.

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

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act - LHWCA).

In the event of unusual circumstances, the County Administrator, or 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.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

Bid No: 18-39R

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: DEEP CREEK VEGETATION REMOVAL SERVICES

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

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: 18-39R; Deep Creek Vegetation 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:

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.

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

\$ _____
Total Lump Sum Bid Price (Numerical)

/100 Dollars

_____ /100 Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Lump Sum Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

Bidders must type or legibly write, in blue or black ink, the Total Lump Sum Bid Price.

BIDDER'S PROPOSED DISPOSAL SITE(S):

Note: Disposal site(s) must be mutually agreed upon between Contractor and County prior to execution of the Contract. No additional cost shall be incurred for disposal sites not listed above.

Bid No: 18-39R

During the preparation of the Bid, the following 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 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 Total Lump Sum 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 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.

Bid No: 18-39R

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(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" – Affidavit.
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", and "E", Bid Bond (form 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: 18-39R

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 sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 18-39R; Deep Creek Vegetation Removal Services, in St. Johns County, Florida.

The affiant further states that no more than 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.

(Bidder)

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.

Notary Public:

Signature

Printed

My commission Expires: _____

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

Bid No: 18-39R

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ 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 its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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 _____ 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 _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No: 18-39R; Deep Creek Vegetation Removal Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):

_____	_____
Signature	Print Name/Title

_____	_____
Signature	Print Name/Title

Bid No: 18-39R

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
Deep Creek Vegetation Removal Services

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted; and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bid No: 18-39R

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 18-39R; DEEP CREEK VEGETATION REMOVAL SERVICES

MINIMUM SPECIFICATIONS & CONDITIONS

ST. JOHNS COUNTY, FL

BACKGROUND

Widespread flooding and property damage occurred around Deep Creek in the Hastings, Florida area as a result of Hurricane Irma and subsequent rain events. St. Johns County recently obtained a Fish and Wildlife Conservation Commission Aquatic Plant Control Permit (No. IPM-17-00576) to remove nuisance vegetation within the right of way (ROW) around the County Road 13 (CR 13) bridge at the confluence of Deep Creek and Sixteen Mile Creek. Removal of the nuisance vegetation is intended to facilitate drainage flow and will allow the County to maintain this portion of the ROW with herbicide treatments.

SCOPE OF WORK

The Contractor's responsibility shall be to provide any and all labor, materials, equipment, transportation, and supervision necessary to remove and legally dispose of nuisance vegetation and fallen trees in the designated work area in order to facilitate flow from Sixteen Mile Creek (south of the CR 13 bridge) north to Deep Creek in an effort to reduce flooding in this area.

The Contractor shall mulch the removed vegetation and fallen trees and legally dispose of it at his own expense. Contractor's mulcher shall produce shreds from 1/6 to 1/8 inch thick, 1/4 to 2 inches wide and less than 16 inches long. Measures must be taken to avoid the debris from blowing/spilling out of the hauling vehicle during transport to the disposal site. Contractor shall be responsible for cleaning spilled vegetation so as not to cause a hazard.

In conjunction with the plans/drawings provided herein, Bidders shall adhere to the following:

1. Access to the work area north of the bridge shall be limited to a single vehicular path at the toe of the slope that will require minor tree removal.
2. All staging shall be conducted on the south side of CR 13 and entrances shall be stabilized per the detail on Sheet C4. All access areas shall be restored to their original condition.
3. Contractor shall be responsible for the cleaning and repair (if applicable) of the private residence driveway on the north side of the CR 13 bridge, east of Deep Creek. Driveway and all access areas shall be restored to their original condition.
4. Limits of the work area will be partially flagged/staked in the field. The limits are depicted on Sheet C2 and are represented by the limits of large hardwood trees such as red maple and bald cypress.
5. Contractor shall mechanically or manually remove woody vegetation (Carolina willow and red maple) down to soil surface in dry areas and to within one (1) foot of water surface in wet areas in accordance with Fish and Wildlife Conservation Commission Permit No. IPM-17-00576.
6. Contractor shall mechanically or manually remove floating vegetation (water hyacinth, wildfard, water lettuce, smartweed, wild rice).
7. Contractor shall not remove roots or root ball or cause any net fill or dredge due to woody vegetation removal.
8. All vegetation removed shall be mulched and transported at Contractor's expense to an off-site location mutually agreed upon by Contractor and County prior to Contract execution. No additional cost shall be incurred for disposal sites different from those listed on the Official County Bid Form.
9. At the Contractor's expense, immediately upon conclusion of the vegetation removal, a commercial applicator (Contractor or sub-contractor), licensed in the state of Florida for pesticide/herbicide application, shall conduct an herbicide treatment of all exposed vegetation and stumps in the work area.



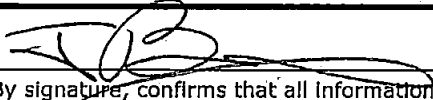
Aquatic Plant Control Permit
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Invasive Plant Management Section
 3800 Commonwealth Boulevard, Mall Station 705
 Tallahassee, Florida 32399

Permittee Name: St. Johns County Public Works Permit Number: IPM-17-00576
 Permittee Address: 2740 Industry Center Road Effective Date: 11/28/2017
 SAINT AUGUSTINE, FLORIDA Expiration Date: 11/28/2020
 32084 UNITED STATES


IS AUTHORIZED TO:

- Pursuant to the Agency's authority under Chapter 369.20 Florida Statutes and Chapter 68F-20 Florida Administrative Code, the Permittee is authorized to control aquatic plants under the conditions listed below and in accordance with any site map that may be attached to this permit. A copy of this permit must be present on site and available for review during any aquatic plant control activities.

AUTHORIZED LOCATION(S): Area of operation: Deep Creek/ Sixteen Mile Creek(SAINT JOHNS)
 Site Address: CR 13 at Deep Creek , HASTINGS 32145
 POS: Latitude 29° 40' 45.28' N Longitude 81° 27' 58.79' W

Permittee Signature:  Date: 1/6/18
 Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Carl Greene Authorized for: Nick Wiley, Executive Director

Authorizing Signature:  Date: 11/28/2017
 Invasive Plant Management Section

Is Authorized To (Continued):

PLANT	ACRES	METHOD
Wild Taro (Colocasia esculenta)	0.50	Diquat, Glyphosate, Hand Removal, Imazamox, Mechanical (Other), Mechanical Harvester, Mechanical Shredder, Imazapyr
Water Hyacinth (Eichhornia crassipes)	0.90	Diquat, Glyphosate, Hand Removal, Mechanical (Other), Mechanical Harvester, Imazapyr
Water Lettuce (Pistia stratiotes)	0.20	Diquat, Glyphosate, Hand Removal, Mechanical (Other), Mechanical Harvester, Mechanical Shredder, Imazapyr
Willow (Salix spp.)	1.00	Glyphosate, Hand Removal, Imazamox, Imazapyr, Mechanical (Other), Mechanical Harvester, Mechanical Shredder
Smartweed (Polygonum glabrum)	0.10	Glyphosate, Hand Removal, Imazapyr, Mechanical (Other), Mechanical Harvester, Mechanical Shredder
Wild Rice (Zizania aquatica)	1.00	Glyphosate, Hand Removal, Imazapyr, Mechanical (Other), Mechanical Harvester, Mechanical Shredder

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permittee must manage the above listed aquatic plants in accordance with the attached site plan which is made part of this permit for the purpose of water conveyance.
- 2 Native aquatic plant species, such as but not limited to SMARTWEED (*Polygonum glabrum*) and WILD RICE (*Zizania aquatica*), shall only be controlled where they are blocking water conveyance.
- 3 All aquatic vegetation removed pursuant to this permit shall be deposited on a self-contained upland site which shall be located so as to prevent the reintroduction of the removed vegetation into waters of the State.
- 4 Permittee shall not disturb or destabilize the shoreline substrate while using any mechanical equipment. If substrate will/may be disturbed or removed while using a tractor/mower, bush-hog or other mechanical equipment, then a dredge & fill permit may be required by the Department of Environmental Protection.
- 5 Permittee may remove entire plant (including roots) from the site, as long as no offsite turbidity occurs or sediment is removed. If substrate is removed while conducting the above permitted activities then a dredge & fill permit may be required by the Department of Environmental Protection.
- 6 The permit or a copy of the permit must be present and available for review on site during the time of any aquatic plant control activities.
- 7 The issuance of this permit does not relieve the permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, ordinances, or rules; nor is the permittee relieved of the responsibility to obtain any other licenses or permits.
- 8 This permit is valid for only the activities printed on the front of this document.
- 9 If an aquatic herbicide(s) is authorized for use by this permit, the permittee is required to use the permitted herbicide(s) in a manner that is consistent with the application directions on the product label.
- 10 The Permittee agrees to hold and save the State of Florida, the Fish and Wildlife Conservation Commission, its inspectors and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property, which might result from the aquatic plant management activities pursuant to the permit. [If the Permittee is a Florida "state agency or subdivision" as defined in 768.28, F.S., this provision does not constitute a waiver of the Permittee's sovereign immunity or extend the Permittee's liability beyond the limits established in Section 768.28, F.S.]
- 11 The Permittee is responsible for complying with the restrictions/requirements of any recorded conservation easement along the shoreline. If the activities authorized by this permit are inconsistent or contrary with the restrictions/requirements of a conservation easement, then the permittee must obtain authorization from the conservation easement holder prior to conducting any aquatic plant control activities at the site.
- 12 The removal of aquatic plants is exempt from chapters 373 and 403, Florida Statutes, dredge and fill permitting requirements, provided the activities are performed in compliance with the conditions of paragraph 403.813(1)(r), Florida Statutes (copy attached). Turbidity caused by aquatic plant control activities must be contained on site so as to prevent violation of state water quality standards.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

ATTACHMENT A

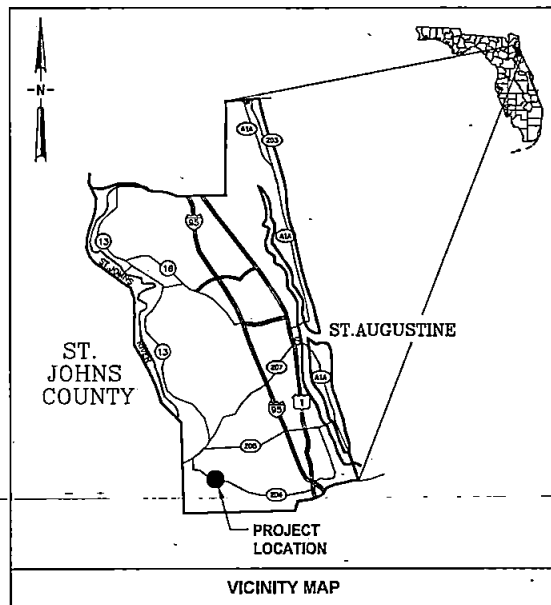
Chapter 403.813 Florida Statutes: Permits issued at district centers; exceptions.

- (1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, nothing in this subsection relieves an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or any water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:
- (r) The removal of aquatic plants, the removal of tussocks, the associated replanting of indigenous aquatic plants, and the associated removal from lakes of organic detrital material when such planting or removal is performed and authorized by permit or exemption granted under s. 369.20 or s. 369.25, provided that:
 1. Organic detrital material that exists on the surface of natural mineral substrate shall be allowed to be removed to a depth of 3 feet or to the natural mineral substrate, whichever is less;
 2. All material removed pursuant to this paragraph shall be deposited in an upland site in a manner that will prevent the reintroduction of the material into waters in the state except when spoil material is permitted to be used to create wildlife islands in freshwater bodies of the state when a governmental entity is permitted pursuant to s. 369.20 to create such islands as a part of a restoration or enhancement project;
 3. All activities are performed in a manner consistent with state water quality standards; and
 4. No activities under this exemption are conducted in wetland areas, as defined by s. 373.019(25), which are supported by a natural soil as shown in applicable United States Department of Agriculture county soil surveys, except when a governmental entity is permitted pursuant to s. 369.20 to conduct such activities as a part of a restoration or enhancement project.

2254

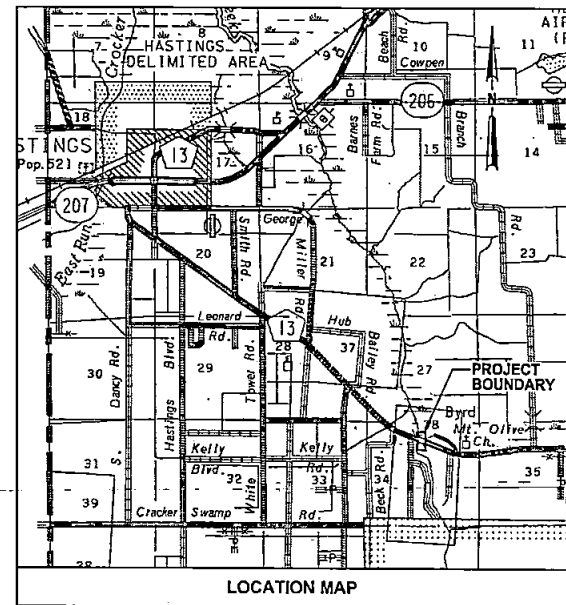
CR 13 DEEP CREEK VEGETATION REMOVAL

ST. JOHNS COUNTY, FLORIDA



PREPARED FOR:
ST. JOHNS COUNTY
 PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 JAY BRAWLEY, PE, COUNTY ENGINEER
 DONNIE TACKETT, PROJECT MANAGER
 2470 INDUSTRY CENTER ROAD
 ST. AUGUSTINE, FLORIDA 32084

PREPARED BY:
JONES EDMUNDS
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
 CERTIFICATE OF AUTHORIZATION #1841



LAST SAVED: 1/19/2018 8:41 AM; PLOTTED: 1/19/2018 09:29 AM; PLOTTED BY: ALLEN

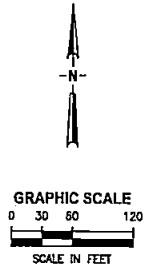
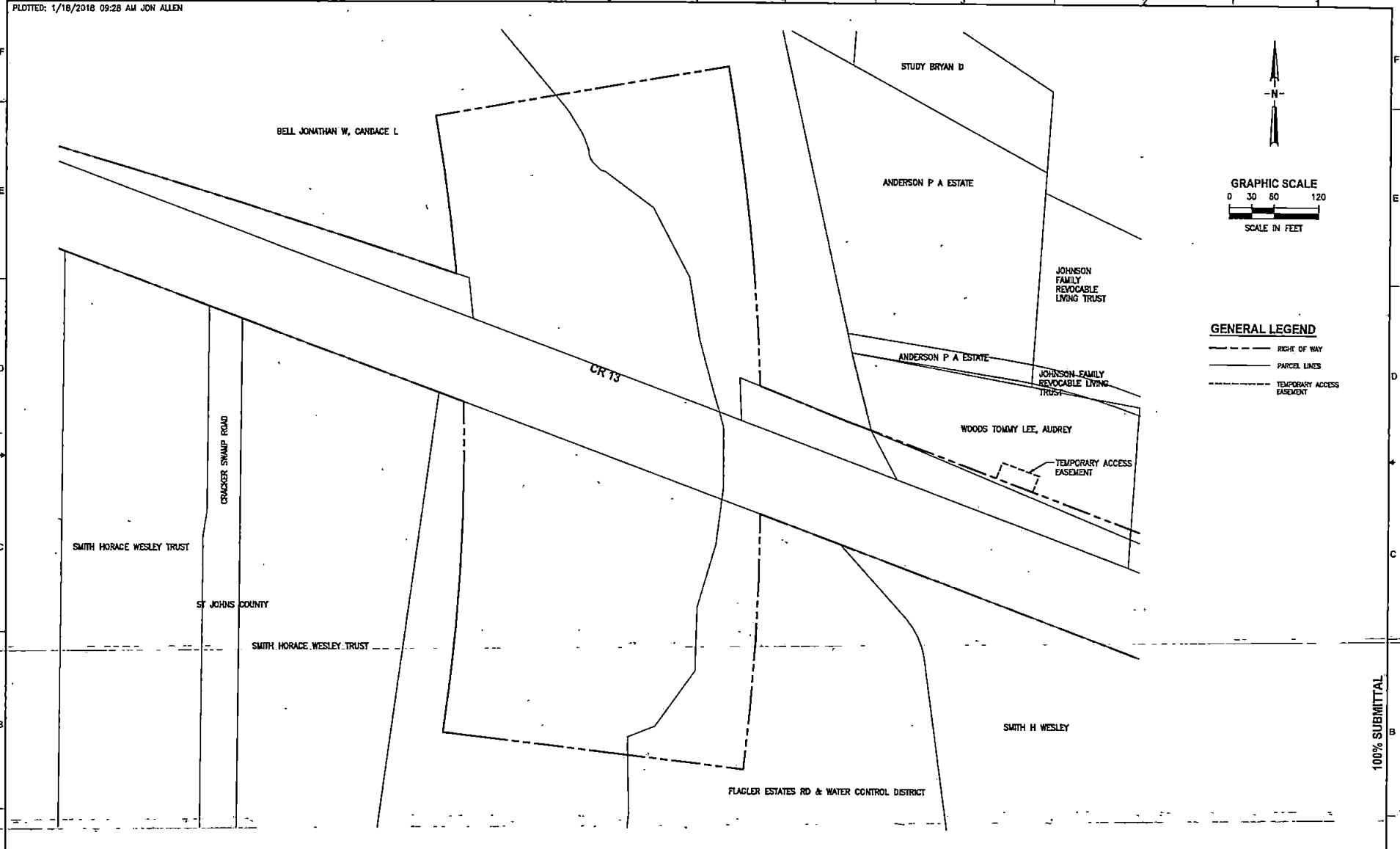
PROJECT NO: 19270-140-01

JANUARY 2018

100% SUBMITTAL

PLOTTED: 1/18/2018 09:28 AM JON ALLEN

SAVED: 1/18/2018 8:44 AM JALLEN \\JEANETA\PIANO2\WORKSPACE\19270-ST. JOHNS COUNTY\PROJECTS\140-01 CR13 DEEP CREEK VEGETATION REMOVAL\CAD\DWG\19270140-01.DWG



- GENERAL LEGEND**
- RIGHT OF WAY
 - PARCEL LINES
 - - - - - TEMPORARY ACCESS EASEMENT

100% SUBMITTAL

DESIGNED	B. BUKATA
DRAWN	J. ALLEN
CHECKED	W. NICKEL
BY	
APPROV.	



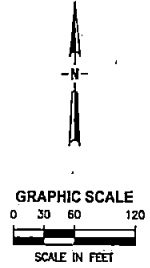
**CR 13 DEEP CREEK VEGETATION REMOVAL
ST. JOHNS COUNTY, FLORIDA**

PARCELS PLAN

CERTIFICATE OF AUTHORIZATION #1841
APPROVED BY
WALTER A NICKEL
P.E. #58538

PROJECT NO:	19270-140-01	DATE:	JAN 2018
INDEX NO:		DWG NO:	C1

PLOTTED: 1/18/2018 09:29 AM JON ALLEN



GENERAL LEGEND

- RIGHT OF WAY
- EXISTING CONTOUR
- TEMPORARY ACCESS EASEMENT

SWED: 12/15/2017 4:30 PM ALLEN VA\19270-ST. JOHNS CO\PROJECTS\140-01 CR13 DEEP CREEK VEGETATION REMOVAL\CAD\DWGS\CIVIL\19270140-002.DWG

100% SUBMITTAL

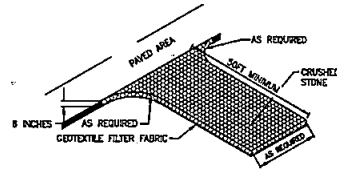
DESIGNED	B. BUKATA
DRAWN	J. ALLEN
CHECKED	W. NICKEL
DATE	
REVISIONS	
BY	APPROV

JONES EDMUNDS
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32644 / (352) 374-6821

**CR 13 DEEP CREEK VEGETATION REMOVAL
 ST. JOHNS COUNTY, FLORIDA**

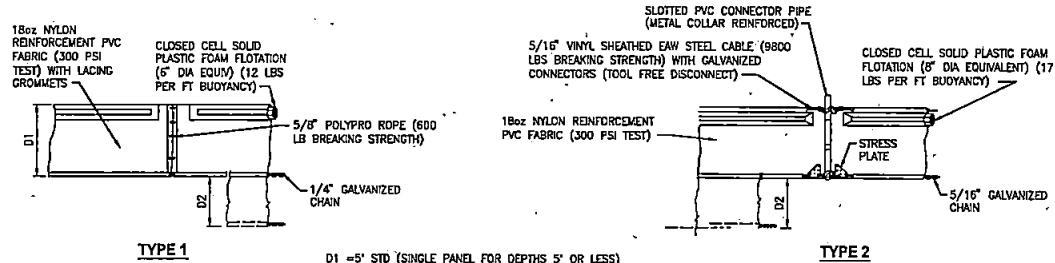
SITE PLAN CONTOURS

CERTIFICATE OF AUTHORIZATION #1841	PROJECT NO:	DATE:
APPROVED BY:	19270-140-01	JAN 2018
WALTER A NICKEL	INDEX NO:	DWG NO:
P.E. #8853B		C2



STABILIZED CONSTRUCTION ENTRANCE

NTS



TYPE 1

TYPE 2

D1 = 5' STD (SINGLE PANEL FOR DEPTHS 5' OR LESS)
 D2 = 8' STD (ADDITIONAL PANEL FOR DEPTHS 5')
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALL FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.
 NOTICE: COMPONENTS OF TYPES 1 AND 2 MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES 1 AND 2 SHALL BE AS APPROVED BY THE ENGINEER.

TYPICAL FLOATING TURBIDITY BARRIER DETAIL

NTS

SAVED: 12/13/2017 5:30 PM JULLEN .\A\19270-ST. JOHNS CO\PROJECTS\140-01 CR13 DEEP CREEK VEGETATION REMOVAL\CAD\DWGS\CIVIL\19270140-004.DWG

100% SUBMITTAL

DESIGNED	B. BUKATA
DRAWN	J. ALLEN
CHECKED	W. NICKEL
DATE	
REVISIONS	
BY	
APPRO.	



CR 13 DEEP CREEK VEGETATION REMOVAL
 ST. JOHNS COUNTY, FLORIDA

CONSTRUCTION DETAILS

CERTIFICATE OF AUTHORIZATION #1841	PROJECT NO.	DATE
APPROVED BY	19270-140-01	JAN 2018
WALTER A. NICKEL	INDEX NO.	DWG. NO.
P.E. #68638		C4

SEALED BID MAILING LABEL

**Bid No: 18-39R
DEEP CREEK VEGETATION REMOVAL SERVICES**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed Bid"**

SEALED BID • DO NOT OPEN	
SEALED BID NO:	Bid No: 18-39R
BID TITLE:	Deep Creek Vegetation Removal Services
DUE DATE/TIME:	Wednesday May 23, 2018 2:00 p.m.
SUBMITTED BY:	Company Name
	Company Address
	Company Address:
DELIVER TO:	St. Johns County Purchasing Dept. Attn: David Klages 500 San Sebastian View St. Augustine, FL 32084



END OF BID DOCUMENT