

RESOLUTION NO. 2018 - 312

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-67 AND TO EXECUTE AN AGREEMENT FOR FINISH MOWING SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with Southland Specialties, Inc. of Tennessee to provide finish mowing services as needed in accordance with Bid No. 18-67; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, equipment, supervision and transportation necessary to perform urban and rural finish mowing services at approximately eighty-four (84) sites, identified as rural and urban mowing, located throughout the County and at the St. Johns County Public Works Complex, in accordance with Bid No. 18-67; and

**WHEREAS**, through the County's formal Bid process, Southland Specialties, Inc. of Tennessee was the lowest, responsive, responsible bidder to enter into contract with the County to perform the work referenced above; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 18-67 to Southland Specialties, Inc. of Tennessee and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement 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 18-67.

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 18 day of September, 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: Ron Helterman  
Deputy Clerk

**RENDITION DATE** 9/20/18





**CONTRACT AGREEMENT**  
**BID NO: 18-67; FINISH MOWING SERVICES**  
**Master Contract #: 18-MCC-SOU-09717**

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 **Southland Specialties, Inc. of Tennessee** ("Contractor"), authorized to do business in the State of Florida, with offices located at 1093 A1A Beach Blvd., PMB383, St. Augustine, FL 32080; Phone: (904) 471-9757; Fax: (904) 471-2754; and Email: [timothyjlynn@bellsouth.net](mailto:timothyjlynn@bellsouth.net).

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 one (1) calendar year, and may be extended for up to a maximum of four (4) one (1) calendar year periods, 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 perform finish mowing services for the SJC Road and Bridge Department, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No. 18-67, and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Road and Bridge 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 based upon the unit price of **Sixty-four Dollars Eighteen Cents (\$64.18) per acre** for rural, urban, and the public works complex mowing in accordance with 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 annual amount budgeted by SJC Road & Bridge Department, or three hundred fifty thousand dollars (\$350,000.00) for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of 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 on a monthly basis. 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 sub-contractors or materials suppliers 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 Monthly Invoicing Form 1551, 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 Contractors or 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 Road & Bridge Department  
 ATTN: Jennifer Kinlaw, Office Manager  
 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 County 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 five (5) 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, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

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 claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **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 of 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, MPA, CPPB, FCCM, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

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

**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](mailto: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.

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**BID No: 18-67; Finish Mowing Services**  
**Master Contract No: 18-MCC-SOU-09717**

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

**COUNTY:**

St. Johns County, FL  
Full Name

By: \_\_\_\_\_  
Signature – County Representative

Leigh Daniels, CPPB  
Printed Name – County Representative

Procurement Supervisor / Acting Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

**CONSULTANT:**

Southland Specialties, Inc. of Tennessee  
Company Name

\_\_\_\_\_  
Signature – Consultant Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**EXHIBIT "A"**

**BID NO: 18-67; FINISH MOWING SERVICES**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Unit Price per Acre as submitted in the Bid Proposal. The Unit Price per Acre shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

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

**EXHIBIT "A"**

**BID NO: 18-67; FINISH MOWING SERVICES**

**BIDDER'S UNIT PRICE BID**

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

<b>Item Description</b>	<b>Total Acres</b>	<b>Unit Price per Acre</b>	<b>Single Cycle Bid Price**</b>
Finish Mowing Rural Areas	20.333	\$ 64.18	\$ 1,304.97
Finish Mowing Urban Areas	382.99	\$ 64.18	\$ 24,580.30
Public Works Complex Mowing	9.4	\$ 64.18	\$ 603.29
<b>Total Single Cycle Price Bid:</b>			<b>\$ 26,488.56</b>

\*\*Note: A "Single Cycle Bid Price" is defined as the total price for completing mowing services for all roadside sites included in this bid one (1) time and for mowing the Public Works Complex two (2) times. The "Total Acres" is taken from the cumulative urban (382.99) and rural (20.333) acres listed on Exhibit "A" attached hereto and the quantity of mowing at the Public Works Complex as described in the Contract Specifications (4.7 multiplied by 2).

**EXHIBIT "B"**

**BID NO: 18-67; FINISH MOWING SERVICES**

**CONTRACT SCHEDULE**

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

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

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

## EXHIBIT "C"

### BID NO: 18-67; FINISH MOWING SERVICES

#### SCOPE OF WORK

##### SCOPE OF WORK:

The scope of work requirements for finish mowing services are described below. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform finish mowing services at approximately eighty-four (84) sites located throughout the County as listed on Exhibit "C-1" attached hereto. These sites are classified as either urban or rural mowing. Mowing Services shall also be provided for the SJC Public Works Complex located at 2750 Industry Center Road, St. Augustine, FL 32084.

##### Definitions

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

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

"Public Works Complex Mowing" – Finish mowing that includes string trimming, litter pick-up, edging of curbs, sidewalks and mulch beds, spraying of herbicide in sidewalk cracks, keeping mulch beds free of undesirable vegetation by spraying herbicide or hand-pulling and maintaining landscaping and trees in a healthy and aesthetically pleasing manner. Paved surfaces shall be swept and blown clean of grass trimming and other debris resulting from the services. The Public Works Complex located at 2750 Industry Center Road will be the only site for this type of service. There is 4.7 acres of mowing at this site.

##### Mowing Services

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

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

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

##### Mowing Frequency

During the County-specified growing season between March 15<sup>th</sup> and November 15<sup>th</sup> each year, the Contractor shall perform finish mowing services at all roadside sites listed herein every four (4) weeks and at the Public Works Complex every two (2) weeks as needed and as specified by the County. All roadside mowing services shall be performed Monday through Friday. The Public Works Complex may only be mowed after 5:30 PM, on weekends or County designated holidays. All worked must be performed between the hours of dawn (30 minutes after sunrise) to dusk (30 minutes prior to sunset).

Specific authorization by the County is necessary to perform services outside these restrictions.

During the County-specified off season between November 16<sup>th</sup> and March 14<sup>th</sup> each year, the Contractor shall perform finish mowing services at all roadside sites listed herein every eight (8) weeks and at the Public Works Complex every four (4) weeks as needed and as specified by the County.

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

All mowing services shall be as scheduled, as needed by the County.

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

#### **Method of Operation**

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

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

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

#### **Site Locations**

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

#### **Site Conditions**

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

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

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

### **Disposal**

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

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

### **Damages**

Any and all fixtures and improvements located in the ROW damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. These fixtures and improvements may include, but are not limited to sidewalks, driveways, mail boxes, signs, curbs, pipes, drains, water mains, telephone or communication boxes, cable boxes, pavement, landscaping improvements, and all other fixtures and/or improvements to property located at any of the sites listed herein. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

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

### **Equipment**

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

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

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

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



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

**Maintenance of Traffic**

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

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

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

EXHIBIT "C-1" – FINISH MOWING SITES

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
1	Varella Ave.	Sidewalk and curbing on both sides of road & fenced lot on corner of Lewis Speedway and Varella Av	From SR 16 to Del Monte Dr. and in front of St Augustine HS	3865' x 40' = 3.54 Acres; Sidewalks = 5790'; Curb and gutter = 5014'; Lot on corner of Varella and Lewis Speedway = 150' x 135' = 0.46 Acres	4.00	
2	School House Rd.	Sidewalk and Curb and Gutter	From Varella Ave. to Lewis Speedway	1175' x 40' = 1.07 Acres; Sidewalks = 1175'	1.07	
3	Lewis Speedway	Sidewalk and curb and gutter	From US 1 to SR 16	2.3 Miles x 30' = 8.36 Acres; Intersection of Woodlawn Rd. and Lewis Spdw = 635' X 140' = 2.04 Acres; (10.40 Acres for both sites); Sidewalks = 13227'; Curb and Gutter = 13227'	10.40	
4	Estrada Ave.	Median	Off SR 16	125' x 90' = 0.25 Acres	0.25	
5	Gaines Rd.	Guard Rail off Woodlawn Rd.	From Woodlawn Rd. to St. Augustine Tech Center & Fire Training	1685' x 30' = 1.16 Acres; Guardrail = 1485'	1.16	
6	Masters Dr.	Sidewalk, also median at Monterey Ave.	From SR 16 to Ravenswood Dr.	3150' x 30' = 2.16 Acres; Median at Monterey Av = 60' X 40' = .05 Acres (total of 2.21 Acres); Sidewalk = 1800'	2.21	
7	Hibiscus St.	Outfall Ditch	North of 951 Hibiscus St	800' X 30' = 0.55 Acres	0.55	
8	Intersection of Woodlawn Rd and Lewis Speedway	County Owned Lot	Northwest Corner of Intersection	Property 102' X 120' = 0.28 Acres	0.28	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
9	King St.	Sidewalk, both sides of road.	From S. Whitney St. to Holmes Blvd.	7230' x 60' = 9.95 Acres; Sidewalk = 12,335'; Curbing = 1100'	9.95	
10	Orange St.	Sidewalk off King St. going to Webster School.	From King St. to Chapin St. West Side Of Rd.	450' x 20' = 0.20 Acres	0.20	
11	Madeora St.	Retention Pond by RR Tracks	Behind 633 Madeora St	350' x 265' = 2.12 Acres		2.12
12	Kenton Morrison Rd & Four Mile Rd	Sidewalk & Ditch	Kenton Morrison Rd from SR 16 to end of sidewalk (at lift station) + short piece on north side of Four Mile Rd	Sidewalk = 1200' 1200' X 50' = 1.37 Acres of Urban mowing	1.37	
13	1660 Woodlawn Rd	Property owned by St Johns County	Woodlawn Rd across from end of Grafft Rd	287' X 163' = 1.10 Acres of Urban mowing	1.10	
14	N. Holmes Blvd.	Sidewalk, Curbing, Guardrails, & Retention Ponds	From 4 Mile Rd. to Murray Middle School	Sidewalk = 5420'; Curbing = 5940'; Guard Rails = 1100'; Fence = 1530'; Areas around 3 retention ponds = 1.72 Acres 5420' x 45' = 5.59 Acres Total = 7.31 Acres	7.31	
15	S Holmes Blvd.	Guard Rails; Also sandbag shoulders	Kerry Lynn Rd	1475' x 20' = 0.67 Acres; Guard Rail = 950'	0.67	
16	Rolling Hills Drive	Sidewalks, Curb and Gutter, Guardrail	From SR 207 to Dobbs Road	Sidewalk = 5412 LF: LF Curb and gutter = 4070 LF: Guardrail = 1250 LF: 5890' X 40' = 5.40 Acres	5.40	
17	Cypress Links Blvd.	Sidewalk	From SR 207 south to Golf Ridge Dr.	Sidewalk & East road shoulder 7260' X 30' = 5.00 Acres of Urban Mowing	5.00	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
18	Wildwood Dr.	Sidewalk (West side)	From Fort Peyton Dr. To Prairie Creek Heartwood Sub.	Sidewalk = 2200 LF: 2200' X 40' = 2.02 Acres	2.02	
19	Wildwood Dr. & SR 207 Intersection	Sidewalk, curb and gutter	From SR 207 south to end of curb on Wildwood Dr.	850' x 40' = 0.78 Acres; Sidewalk = 425'; Curbing = 1200'	0.78	
20	Wildwood Dr.	Guard Rails (6 sets, all weedeating)	Located along Wildwood Dr.	8360' x 20' = 3.83 Acres	3.83	
21	Wildwood Dr.	Sidewalk	From US 1 to Oak Ln on south side of road	1680' x 20' = 0.77 Acres; Sidewalk = 1680'	0.77	
22	Lundquist Ditch	Watson Woods	Sherlock Pl.	580' x 40' 0.53 Acres	0.53	
23	Watson Rd.	Curbing, Ditch, & Sidewalk	From Belles Chase Ct. West To Dead End, Both Sides of Road	850' x 50' = 0.97 Acres; Sidewalk = 850'; Curbing = 1800'; Ditch = 850'	0.97	
24	Vaill Point Rd.	Sidewalk, & Handrails	From US1 To Moultrie Foreside Blvd. North Side Of Road	4225' X 20' = 1.93 Acres	1.93	
25	Shore Dr. in St Augustine South, North Entrance	Curbing	From US1 to Water Plant entrance North Side Of Road	800' X 20' = 0.36 Acres; Curbing = 425'	0.36	
26	St. Augustine South Dr.	Sidewalk Green Belt and triangle median	From US 1 to Shore Dr. on north side of road	3260' X 30' = 2.25 Acres; Triangle median = 0.12 Acres Total = 2.37 Acres; Sidewalk = 3260'	2.37	
27	Lewis Point Rd.	Sidewalks (Both sides of road)	From US1 To Old Moultrie Rd.	1200' x 40' = 1.1 Acres; Sidewalk = 2400'	1.10	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
28	Lewis Point Rd. & Old Moultrie Rd. Intersection	Curbing, and Sidewalks (Both sides of Old Moultrie)	From north side of intersection south to Kings Trace and cemetery driveways	1890' x 20' = 0.90 Acres; Curbing = 1890'; Sidewalk = 1840'	0.90	
29	Old Moultrie Rd. & King Estates Rd. Intersection	Sidewalks, Curbing, & Handrails	From Ruba Rd. To King Terr. Dr.	5800' x 10' = 1.33 Acres; Sidewalk = 5300'; Curbing = 5300'; 625' Handrails	1.33	
30	Old Moultrie Rd. behind Wal-Mart	All weed eating, curbing	Behind Wal-Mart Both Sides Of Road	1255' x 40' = 1.15 Acres; Curbing = 1255'	1.15	
31	Old Moultrie Rd. & SR 312 Intersection	Sidewalk, Curbing (Both sides of Road)	From Flagler West North to K-Mart rear entrance	3470' x 40' = 3.18 Acres; Sidewalk = 2200'	3.18	
32	Mizell Rd. & SR 312 Intersection	Curbing	By Gate Station	785' x 60' = 1.08 Acres; Curbing = 785'	1.08	
33	SR A1A Intersection SR 3 by McDonalds	Roadside Curbing & Medians	From SR 3 to Santander St.	1420' x 150' 4.88 Acres	4.88	
34	SR A1A by Old Big Joe's Bldg.	Sidewalk	From Santander St. to SR 3	1465' x 75' = 2.52 Acres; Sidewalk = 725'	2.52	
35	16th St.	Sidewalk	From A1A To Commadores Club	500' X 20' = 0.22 Acres	0.22	
36	St. Augustine Beach	Curb & Gutter	Alta Vista Ave. & Osceola Ave.	2550' x 40' 2.34 Acres	2.34	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
37	Rio Del Mar	Retention Pond	Off A1A South	140' x 65' = 0.20 Acres		0.20
38	Stratton Blvd	Sidewalk, Curb and gutter, Handrail	Off SR 16	Sidewalk = 3370 LF: Curb and Gutter = 3000 LF: Handrail = 500 LF: Roadside 3370' X 50' = 3.86 Acres	3.86	
39	CR 208 Wisper Ridge	Sidewalk & Handrails	From Pellicer Rd. To Cabbage, Hammock Rd North Side Of Road.	5280' X 30' = 3.63 Acres	3.63	
40	Pacetti Rd.	Sidewalks, Curbing, & Medians	From Samara Lakes Pwky. To SR16	1.3 miles X 70' = 11.03 Acres: Sidewalks = 2.6 miles: Curbing = 10.4 miles: 8' Medians	11.03	
41	Pacetti Rd.	Sidewalk, Curb and gutter, & Medians	Pacetti Road at Pointed Creek Dr.	Sidewalk = 1375 LF: Curb and gutter = 3100 LF: 750' X 30' = 0.51 Acres	0.51	
42	International Golf Pkwy (aka 9 Mile Rd.)	Curbing, Sidewalks, & Medians	From SR 16 to W.G.V. Blvd.	2 miles x 80' = 19.39 Acres: Sidewalks = 2.6 miles: Curbing = 9.7 miles: 9 Medians	19.39	
43	International Golf Pkwy (aka 9 Mile Rd.)	Curb and gutter, Ditches, Driveways, & Drainage structures	Intersection at US1 approximately 1075' west of RR Crossing	Curb and gutter = 2150 LF: 1075' X 40' = 0.98 Acres	0.98	
44	CR 210 West	Sidewalk, Sampson Sidewalk, Curbing & Medians	From Crackers BBQ to Cimarrone Golf Club.	3.4 miles x 60' = 24.72 Acres: Sidewalk = 6.8 Miles: Curbing = 13.6 Miles	24.72	
45	Leo Maguire Rd	Sidewalk	Off CR 210 West	5400' x 30' = 3.71 Acres: Sidewalk = 5400'	3.71	
46	Russel Sampson Rd.	Sidewalk, Curb and gutter, Guardrail, and Round-A-Bout median	From CR 210 to Quarterhorse Dr. North	Sidewalk = 13,560 LF: Curb and gutter = 14,060 LF: Guardrail = 140 LF: 6780' X 60' = 9.33 Acres	9.33	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
47	Russell Sampson Rd	Sidewalk Curbing & Guard Rail	By Liberty Pines Academy From 10815 To CR 2209 Aka St. Johns Pkwy	Sidewalk = 4050' Curbing = 8075' Guard Rail = 1530' 4000' X 80' = 7.34 Acres	7.34	
48	CR 2209	Sidewalks Curbing & Medians	South Of CR210 West	1260' x 80' = 2.31 Acres	2.31	
49	Greenbriar Rd.	Sidewalks	From Colony At Greenbriar To SR13 North	1.2 miles x 40' = 5.81 Acres: Sidewalks = 2.6 miles	5.81	
50	CR 244 & Roberts Rd. Intersection	Sidewalks Curbing & Handrails	From CR 244 To End Of Sidewalks	525' x 60' = 0.72 Acres	0.72	
51	Roberts Rd.	Sidewalk	From 1344 Roberts Rd. TO SR13 North	7410' x 20' = 3.40 Acres	3.40	
52	Fruit Cove Rd.	Sidewalk, Both sides of road.	From Race Track Rd. To SR 13	2.4 Miles x 60' = 17.45 Acres: Sidewalk = 4.8 Miles	17.45	
53	Bishop Estates Rd.	Sidewalk	From Race Track Rd. To Eastwood Branch Dr. East Side Of Road	2115' x 10' = 0.48 Acres	0.48	
54	Race Track Rd @ Bartram Park Blvd	Sidewalks, Curbing, & Medians	Race Track Road East Of Durbin Creek Bridge at Bartram Park Blvd	Sidewalk = 2000' X 8' = 16,000 sf Medians = 580' X 25' = 14,500 sf Total 30,500 sf = 0.70 Acres	0.70	
55	Racetrack Rd. - west end	Sidewalk, Medians	From US 1 west to Bartram Springs	4225' x 80' = 7.75 Acres: Sidewalk = 4225': Curbing = 8450'	7.75	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
56	Racetrack Rd. @ CR 2209	Sidewalks, Curbing, & Medians	Intersection between Celestina to The Crossing	West Median (1130' x 24' = 0.6 Acres) North Roadside & Sidewalks (1176' x 67' = 2.7 acres) Southwest Roadside & Sidewalks (938' x 56' = 1.2 Acres) East Median (367' x 24' = 0.2 Acres)	6.40	
57	Palm Valley Bridge	Sidewalk, Curbing, & Gutters; Retention Ponds	Palm Valley Rd.	Total grassed area = 6.44 Acres: Sidewalk = 3725': Curbing = 2185': Gutter Curbing = 1590': 3 Retention Ponds 4225' x 200' = 19.40 Acres (-3.2 Acres of water) Total = 22.64 Acres	6.44	16.20
58	Palm Valley/Mickler Rd Round A Bout	Curb and gutter, Medians, & Retention Pond areas	Palm Valley Rd & Mickler Rd	Grass medians = 0.68 Acres Curbing = 4106': Area around 2 Retention Ponds = 0.42 Acres: Total = 1.10 Acres	0.68	0.42
59	Palm Valley Road (East of Bridge)	Sidewalk, curb and gutter, and road shoulders	From Palm Valley Bridge to Landrum Ln (except @ roundabout) West and North side of road	10,435' X 20' = 4.79 acres Sidewalk = 10,435 LF	4.79	
60	Landrum Ln.	Sidewalk and Curbing	From CR 210 East to Roscoe Blvd.	3185' x 30' = 2.19 Acres	2.19	
61	N/S Roscoe Blvd & Canal Blvd Intersection	Curbing & Guardrail	Palm Valley	2200' x 15' = 0.75 Acres: Guardrail = 120': Curbing = 2200'	-0.75	
62	CR 210 East By Wal-Greens	Sidewalk	From Woody Creek Dr. To SR A1A East Side Of Road	3150' x 20' = 1.44 Acres	1.44	



Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
63	Corona Rd.	Sidewalk on south side, weed eat back side of ditch to Vet Driveway, behind bridge handrail south side and guardrail north side	From A1A To Ponte Vedra Blvd	3800' x 30' = 2.61 Acres	2.61	
64	SR A1A - Ponte Vedra	Sidewalk	From Mickler Rd. to CR 210 East	2.8 Miles x 50' = 16.96 Acres: Sidewalk = 2.8 Miles	16.96	
65	Mickler Rd. & SR A1A	Weir at Guana	At Intersection	265' x 60' = 0.36 Acres		0.36
66	Mickler Rd.	Curb and gutter, Guardrail, & Sidewalk	From Roundabout to SR A1A	6610' x 15' = 2.27 Acres: Guardrail = 1125': Sidewalk = 6610'	2.27	
67	Ponte Vedra Blvd. aka CR203	Sidewalk 21,320' X 13' = 6.36 Ac Other Areas 3,796' X 37" = 3.14 Ac	From SR A1A To Corona Rd	Sidewalk = 21,320' X 13' = 6.36 Acres Other Areas = 3,697' X 37" = 3.14 Acres	9.50	
68	Solana Road	Sidewalk	From Solana Cay West To Belvedere Place North Side Of Road	1200' x 15' = 0.41 Acres	0.41	
69	Davis Park Road	Sidewalk & curbing	From Nocatee Parkway to concrete bridge (except in front of church)	Sidewalk = 3900' Curbing = 3900' 3900' X 28' = 2.50 Acres	2.50	
70	West Augustine in fill housing St Johns St. Duval St. and W. 15th St	Sidewalk, Curbing, and around retention ponds	South of W. King Street	St Johns St, Duval St, and W 15th St = 1.4 Acres Retention Pond at end of W 15th St = 0.3 Acres Other retention ponds = 0.8 Acres Total = 2.50 Acres	2.50	
71	Volusia St Roundabout	Sidewalk, Curb & gutter, Medians, and Retention ponds	From Roundabout to West King St	Sidewalk = 4300 LF Curbing = 8663 LF X 15' = 2.95 Acres 2 Ponds = 1.03 Acres Total = 3.98 Acres	2.95	1.03

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
72	South Collins Ave	Sidewalk and Road Shoulders	From SR 16 to Lawrence Ave	Sidewalk = 426 LF X 30' = 0.3 Acres	0.30	
73	Greenbriar Road	Sidewalk and Road Shoulders	3 Locations on North side of Greenbriar Road from Longleaf Pine to Switzerland Point Middle School	Sidewalk = 2,742 LF, Shoulder = 2,742' X (width varies) = 60,105 SF = 1.60 Acres	1.60	
74	Intersection of Kings Estate and Dobbs/Kings Road	Sidewalk, Curb and Gutter and Retention Ponds	All four corners of intersection	3 Retention Ponds = 95,880 = 2.20 Acres, 3,260 LF of Curb and Gutter, 2,256 LF of Sidewalk, 58,806 SF of Mowing = 1.80 Acres = Total of 4.00 Acres	4.00	
75	Veterans Parkway	Sidewalk, Shoulders, and Median	Veterans Parkway from Racetrack Road to Longleaf Pine Parkway	Veterans Parkway from Race Track Road to Longleaf Pine 8,976' X 85' = 17 Acres	17.00	
76	St. Johns Parkway	Sidewalks, Shoulders, and Medians	St. Johns Parkway from Racetrack Road to County Road #210	St. Johns Parkway from Race Track Road to C.R. # 210 16,368' X 85' = 32 Acres	32.00	
77	Longleaf Pine	Sidewalks, Shoulders, and Medians	Longleaf Pine 1.1 Miles North of Greenbriar	Longleaf Pine from Greenbriar North 1.1 Miles 6,388' X 100' = 14.6 Acres	14.60	
78	Longleaf Pine	Sidewalks, Shoulders, and Medians	Longleaf Pine from Aberdeen to Durbin Crossing	Longleaf Pine from Aberdeen to Durbin Crossing 7,392' X 100' = 16.9 Acres	16.90	
79	Inman Road	Sidewalk and Road Shoulders	North Side	30ft.X470=.5 Acres	0.50	
80	West Pope Road	Sidewalk	Pope Road from Mizell Road 845ft. East	845ft. X 20ft. Wide=.4 Acres	0.40	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
81	Woodlawn Road New Intersection	Sidewalk, Shoulders and Retention Pond	New Woodlawn Intersection at Mystery Pit Road	Retention Pond 4.0 Acres, Sidewalk and Shoulders 2.0 Acres	6.00	
82	Holmes BLVD. and King Street Intersection	Sidewalk, Shoulders, Curb and Retention Ponds	New Intersection at Holmes BLVD. and King Street	Sidewalk, Curb, and Roadside 4,095 X 21' = 2.0 Acres, Large Retention Pond 1,907' X 36' = 1.6 Acres, Small Retention Pond 480' X 25' = .4 Acres	6.00	
83	Cross Ridge Drive and Old Dixie Hwy.	Sidewalk, Curb and Roadside	Intersection at Cross Ridge Drive and Old Dixie Highway	Sidewalk and Curb 40" X 1,788" = .8 Acres. Roadside 829" X 10" = .2 Acres	1.00	
84	Town of Hastings	Sidewalks and curbs	City Limits of Hastings	Sidewalks and Curbs 30,624ft. X 20ft. = 14 Acres	14.00	

Total Urban and Rural Acres: 382.99 20.33



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

August 23, 2018

**RE:** Bid No: 18-67; Finish Mowing Services

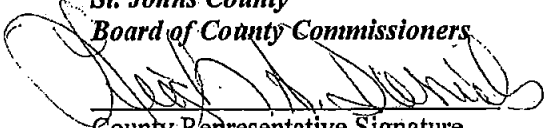
Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to Southland Specialities, Inc. of Tennessee as the lowest responsive, responsible bidder for Bid No: 18-67; Finish Mowing Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Tuesday, August 27, 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 award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

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

  
County Representative Signature

Date: 8/23/18

Leigh Daniels, CPPB  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)



**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:** Benjamin W. Bright, P.E., Road & Bridge Manager  
**FROM:** Diana M. Fye, AS, CPPB, Procurement Coordinator  
**SUBJECT:** Bid # 18-67; Finish Mowing Services  
**DATE:** August 22, 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.

Dept. Approval

*Ben Bright*

Date

*8/23/18*

Budget Amount

*\$ 350,000<sup>00</sup>*

Account Funding Title

*Contractual Services*

Funding Charge Code

*1122-53120*

Award to

*Southland Specialties*

Award Amount

*\$ 350,000<sup>00</sup>*

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** Finish Mowing Services

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

*DA*  
DIANA M FYE  
DAVID PYLE

**BID NUMBER** 18-67

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

**OPENING DATE/TIME** August 22, 2018 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

**POSTING DATE/TIME** FROM 08/22/18 UNTIL 08/27/18  
3:00 PM 3:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	TOTAL SINGLE CYCLE PRICE BID	BID BOND					
Southland Specialities, Inc.	\$26,488.56	Yes					
R. L. H. Enterprises, Inc.	\$27,067.95	Yes					

BID AWARD DATE - \_\_\_\_\_

BID NO: 18-67

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: FINISH MOWING SERVICES

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

DATE SUBMITTED: August 22, 2018

BID PROPOSAL OF

Southland Specialties, Inc. of Tennessee

Full Legal Company Name

1093 AIA Beach Blvd. PMB383 (904)471-9757 (904)471-2754  
Mailing Address St. Augustine, FL 32080 Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-67 Finish Mowing 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 to submit the following Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Finish Mowing Services

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

Item Description	Total Acres	Unit Price per Acre	Single Cycle Bid Price**
Finish Mowing Rural Areas	20.333	\$ 64.18	\$ 1,304.97
Finish Mowing Urban Areas	382.99	\$ 64.18	\$ 24,580.30
Public Works Complex Mowing	9.4	\$ 64.18	\$ 603.29
<b>Total Single Cycle Price Bid:</b>			<b>\$ 26,488.56</b>

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

\*\*Note: A "Single Cycle Bid Price" is defined as the total price for completing mowing services for all roadside sites included in this bid one (1) time and for mowing the Public Works Complex two (2) times. The "Total Acres" is taken from the cumulative urban (382.99) and rural (20.333) acres listed on Exhibit "A" attached hereto and the quantity of mowing at the Public Works Complex as described in the Contract Specifications (4.7 multiplied by 2).

**BID NO: 18-67**

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

No.: n/A Date Received:

No.: n/A Date Received:

No.: n/A Date Received:

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

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Single Cycle Price Bid amount, 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: 18-67

CORPORATE/COMPANY

Full Legal Company Name: Southland Specialties, Inc. of Tennessee (Seal)

By: Kendra P. Campbell Kendra P. Campbell President  
Signature of Authorized Representative (Name & Title typed or printed)

By: T. J. Praay Timothy J. Praay Executive VP  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 1093 AIA Beach Blvd, PMB 383 St. Augustine, FL 32080

Telephone No.: 904 471-9757 Fax No.: 904 471-2754

Email Address for Authorized Company Representative: timothyjlynn@bellsouth.net

Federal I.D. Tax Number: 62-1592414 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 Unit Price Bid Form
  - ✓ Attachment "A" - St Johns County Board of County Commissioners Affidavit
  - ✓ Attachment "B" - Certificate as to Corporate Principal
  - ✓ Attachment "C" - License / Certification List
  - ✓ Attachment "D" - List of Proposed Sub-Contractors/Suppliers
  - ✓ Attachment "E" - Conflict of Interest Disclosure Form
  - ✓ Attachment "F" - Drug-Free Workplace Form
  - ✓ Attachment "G" - Proof of Insurance
  - ✓ Attachment "H" - Experience of Bidder Form
  - ✓ Attachment "I" - Claims, Liens, Litigation History
  - ✓ Bid Bond Form
  - ✓ Fully Acknowledged Addenda Applicable to this bid

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

BID NO.: 18-67

FINISH MOWING SERVICES

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 Timothy J. Pracy who being duly sworn, deposes and says he is Executive Vice-President/Secretary of the firm of Southland Specialties Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-67: Finish Mowing 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.

Southland Specialties, Inc.  
(Bidder)

Sworn and subscribed to me this 15 day  
of August, 2018.

By: [Signature]  
Exec. VP & Secretary  
(Title)

Notary Public:  
[Signature]  
Signature  
Aaron Kau'inoha Gray  
Printed



My commission Expires: July 27, 2021

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

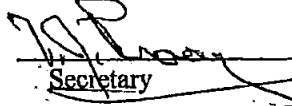
BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Timothy Pracy, 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 Southland Specialties, Inc. 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.

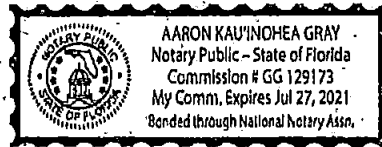
  
Secretary Corporate Seal

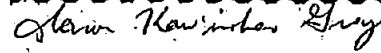
(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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 Timothy Pracy 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 15 day of August, 2018, A.D.

NOTARY PUBLIC  
State of Florida-at-large





My Commission Expires: July 27, 2021

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

BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Corporation	F96000003835	State of Florida Department of State	n/A
Certified Arborist	FL-6144A	ISA	Dec. 31, 2018
Certified Arborist	FL-6543A	ISA	June 30, 2019
Pesticide Commercial Applicator License #	CM19167	FL Dept. of Agriculture & Consumer Services	June 30, 2020
TTC Advanced Course	28231	Metro FL Safety Council Tri-County	04/28/2021

# *State of Florida*

## *Department of State*

I certify from the records of this office that SOUTHLAND SPECIALTIES INC. OF TENNESSEE is a Tennessee corporation authorized to transact business in the State of Florida, qualified on July 30, 1996.

The document number of this corporation is F96000003835.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 4, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourth day of February, 2014*



*Ken Peterson*  
**Secretary of State**

Authentication ID: CC7902811404

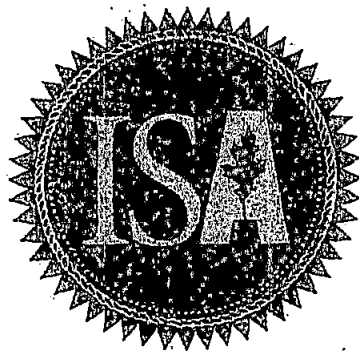
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

## Josh Michael Campbell

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture

Certification Board, Chair  
International Society of Arboriculture

FL-6144A	Dec 05, 2009	Dec 31, 2018
Certification Number	Certified Since	Expiration Date



International Society of Arboriculture

PO Box 3129 • Champaign, IL • 61826-3129 • USA  
p +1 217 353 9111 • f +1 217 353 9510 • www.isa-arbor.com



ANSI Accredited Program  
Professional International  
Accreditation ID # 0847  
ISA Certified Arborist  
Certification Accredited

Thursday, June 23, 2016

Timothy Andrew Praay  
Southland Specialties, Inc.  
1093 A1A Beach Blvd. pmb 383  
Saint Augustine FL 32080  
UNITED STATES

Certification #  
FL-6543A

Dear Timothy,

The Certification Board of the International Society of Arboriculture would like to notify you that you have been recertified. Congratulations on your efforts to maintain the level of professional competency required to sustain your certification.

For valuable information on how to maintain your credential for the next three years, please visit our website at [www.isa-arbor.com](http://www.isa-arbor.com) and select Professional Credentials. Please find your certification wallet card attached below. We encourage you to keep this card with you at all times, for easy access to your certification ID number to provide at seminars, conferences and other events to gain pre-approved CEUs. You can also provide this card to customers to verify your certification.

Once again, congratulations on your recertification. You have made the commitment to improving your profession. Please be sure to take advantage of all ISA has to offer. If you have any questions or need additional information, please feel free to contact us by email at [cert@isa-arbor.com](mailto:cert@isa-arbor.com) or by phone at 1-888-ISA-TREE.

Sincerely,

Skip Kincaid, Chairman  
Certification Board of Directors  
International Society of Arboriculture

Please lift gently to remove your wallet ID card.

Enclosures



International  
Society  
of Arboriculture™  
ISA Certified Arborist

Timothy Andrew Praay

Certificate Number: FL-6543A

Expiration Date: Jun 30, 2019

# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

## Timothy Andrew Praay

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture

Certification Board, Chair  
International Society of Arboriculture

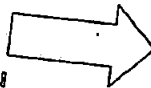
FL-6543A	Jun 09, 2013	Jun 30, 2019
Certification Number	Certified Since	Expiration Date



Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



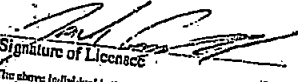
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

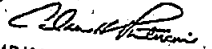
License # CM19167  
CAMPBELL, JOSHUA MICHAEL  
1813 S CAPPERO DR  
SAINT AUGUSTINE, FL 32092

Categories  
6

Issued: June 8, 2017

Expires: June 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.

# Certificate of Completion

Joshua M. Campbell

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.**

04/28/2021

140

Messler R. Gilchrist

28231

Date Expires

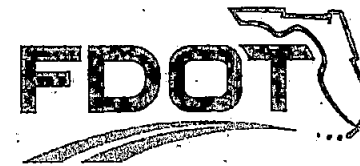
FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council  
Tri-County  
Dade, Broward, Palm Beach,  
metrofloridasafetycouncil.com  
mlyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.motadmin.com](http://www.motadmin.com)



This Certifies that  
Joshua M. Campbell

Has Completed a Florida Department of Transportation Approved  
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 04/28/2021

Certificate # 28231

Instructor: Messler R. Gilchrist FDOT Provider # 140

Metro Florida Safety Council  
Phone: 954-603-1900  
Tri-County  
Dade, Broward, Palm Beach,  
[metrofloridasafetycouncil.com](http://metrofloridasafetycouncil.com)  
[mlyons@metrofloridasafetycouncil.com](mailto:mlyons@metrofloridasafetycouncil.com)



**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**ATTACHMENT "D"**

**PROPOSED SUB-CONTRACTOR LICENSE / CERTIFICATIONS LIST**

Each Respondent shall provide the subcontractor proposed to perform any portion of work specified herein. Subcontractor must meet the minimum qualifications of this Bid and proof of current license/certification as a Certified Elevator Inspector in the State of Florida must be provided. Copies of all current licenses and certifications, pertaining to this Bid, held by the Sub-Contractor must be attached to this form. All proposed subcontractors are subject to approval by the County.

SUB-CONTRACTOR NAME: n/A

ADDRESS: \_\_\_\_\_

License Name	License #	Issuing Agency	Expiration Date

BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 18-67 Finish Mowing 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 consultant'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.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant'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: Kendra P. Campbell

Authorized Representative(s) : Kendra P. Campbell Kendra P. Campbell - President  
Signature Print Name/Title

T. J. Pracy Timothy J. Pracy - Exec. VP  
Signature Print Name/Title - Secretary

BID NO.: 18-67

FINISH MOWING SERVICES

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Southland Specialties, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Kendra P. Campbell  
Signature

8-14-18  
Date

**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**ATTACHMENT "G"**

**CERTIFICATE OF INSURANCE**

(Attach or insert copy here)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Herbie Wiles Insurance Inc. 400 N Ponce de Leon Blvd  St Augustine FL 32084-3087		<b>CONTACT NAME</b> Operations Center <b>PHONE (A/C, No, Ext):</b> (904) 828-2201 <b>FAX (A/C, No):</b> (904) 828-2020 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b>  Southland Specialties Inc of Tennessee 1093 A1A Beach Blvd PMB 383  St Augustine FL 32080-8733		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Auto-Owners Insurance NAIC # 18988 INSURER B: Southern-Owners Insurance 10190 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 Certificate V.1      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD	SUBR	INSDD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y			78838155	07/21/2018	07/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-Owned Auto \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OO	Y	Y			4458587400	07/21/2018	07/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y			4458587401	07/21/2018	07/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	Y	78106438	07/22/2018	07/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH BR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 Day Notice of Cancellation, 10 day notice for non-payment to St Johns County.

<b>CERTIFICATE HOLDER</b>  St Johns County a Political Subdivision of the State of Florida 500 San Sebastian View  St Augustine FL 32084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>[Signature]</i>
---	--



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

**2. The following provision is added:**

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or

form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**11. BLANKET WAIVER OF SUBROGATION**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended: The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### 5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

Worker's Compensation and Employers Liability Insurance Policy

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

PHILLIPS & JORDAN INC  
8940 GALL BLVD  
ZEPHYRHILLS FL 33541

TAMPA ELECTRIC COMPANY  
702 NORTH FRANKLIN ST  
TAMPA, FL 33602

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION OR NONRENEWAL  
DESIGNATED PERSON(S) OR ORGANIZATION(S)  
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

- 1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

<b>SCHEDULE</b>	
Number of Days Notice <u>030</u>	
<b>Name Of Designated Person(s) Or Organization(s)</b>  St Johns County	<b>Mailing Address</b>  500 San sebastian View  St Augustine, FL 32084

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "H"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide proof of meeting the requirement of being in business for a minimum of five (5) years as a commercial mower by providing the following information regarding experience within the past five (5) years of this solicitation.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Southland Specialties, Inc. 8-14-18  
Bidder Date  
Kerndra P. Crupell  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
12/09/2014	SJC Utility Dept. Mr. Barry Stewart 2416 Dobbs Road St. Augustine, FL 32086	Per cycle \$9,655.00	BID NO: 15-05 Lawn Maintenance Services for SJC Utility Dept. Facilities & Properties 14-MCC-SOU-05881
9/09/2013	St. Johns Co. Road & Bridge Mr. Ben Bright 2740 Industry Center Rd. St. Augustine, FL 32084	per cycle \$27,049.69	Finish Mowing Services BID NO: 13-60 Master Contract # 13-MCC-SOU-04600
10/3/2017	City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043 (Lauren Fitzgerald)	Per cycle \$10,266.66	Right-of-Way Maintenance Green Cove Springs
3/01/2013	City of Tallahassee 300 S. Adams St. Box A-28 Tallahassee, FL 32301-1731 Robert Threewitts	Total for 1 year \$566,229.95 Total of 3 years \$1,698,689.85	No. 0043-13-RWT-BC Mowing - City street Medians & Rights-of-Way

BID NO.: 18-67

FINISH MOWING SERVICES

Attachment "I"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action      Captions of the Litigation or Arbitration  
Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

none

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No  If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:  
none

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

BID NO.: 18-67

WITNESSES:

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Southland Specialties, Inc.

PRINCIPAL:

Southland Specialties, Inc.

NAME OF FIRM:

Kendra P. Crispell

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

President/Secretary

TITLE

1093 AIA Beach Blvd, PMB 383

BUSINESS ADDRESS

St. Augustine, FL 32080

CITY

STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY

STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY



BID NO.: 18-67

FINISH MOWING SERVICES

BID BOND

n/a - Cashier's Check

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS that the undersigned as Surety, are held and firmly bound to the State of Florida (\$ 594,732) lawfully authorized successors, jointly and severally with the undersigned

THE CONDITION OF THIS BOND is that the undersigned shall perform the conditions of the Bid, dated \_\_\_\_\_, 2018.

- NOW THEREFORE,
- (a) If the Principal shall fail to perform the conditions of the Bid within the time specified in the Bid, the Surety shall be bound to make good the performance of the Bid within ten (10) days after prescribed in the Bid, in accordance with the terms of the Bid for the faithful performance of the Bid, or to provide a new Bid, or to provide a new Bid of no effect, otherwise void.
  - (b) In the event of the failure of the Principal to give such Bond within the time specified, in said Bid, the amount be in excess of the amount specified, full force and virtue.

IN WITNESS WHEREOF, I, \_\_\_\_\_, do hereby certify that these presents duly signed by me as Principal, and

\_\_\_\_\_ as Principal, and of \_\_\_\_\_ Dollars heirs, executors, administrators, and

has submitted the accompanying Bid,

Award date, and shall within ten (10) days after prescribed in the Bid, in accordance with the terms of the Bid for the faithful performance of the Bid, or to provide a new Bid, or to provide a new Bid of no effect, otherwise void.

failure to enter into such Contract and to make good the difference between the amount specified in the Bid and the amount required Work and supplies, if the latter is in excess of the amount specified, of no effect, otherwise to remain in full force and virtue.

present under their several seals, this Bid, and the separate party being hereto affixed and the undersigned as governing body.

THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS WHICH WILL BE VISIBLE UNDER ULTRAVIOLET LIGHT. TO AVOID PAIN TO THE EYES, DO NOT STARE AT THE LIGHT SOURCE. IF YOU EXPERIENCE ANY DISCOMFORT, STOP VIEWING IMMEDIATELY AND CONSULT A PHYSICIAN.

594732  
64-175-612

OFFICIAL CHECK

REMITTER: AmeriBank Southland Specialties

PAY TO THE ORDER OF: Board of County Commissioners of St. Johns County

ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

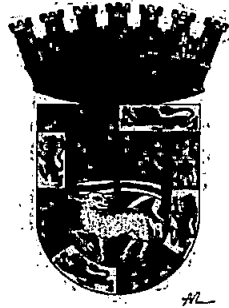
\$ \*\*\*\*\*1,500.00 DOLLARS

August 22, 2018

20200824311

20180824311

1594732



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BID NO: 18-67**

**FINISH MOWING SERVICES**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Bid No: 18-67; Finish Mowing Services**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Experience of Bidder Form

“T” – Claims, Liens, Litigation History

“J” – References

Bid Bond

**SPECIFICATIONS**

**SEALED BID MAILING LABEL**

**END OF TABLE OF CONTENTS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, August 22, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-67; Finish Mowing Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **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.

**Scope of Work:**

The Contractor shall be responsible for providing any and all labor, materials, and equipment, supervision, and transportation required in order to perform finish mowing services at approximately eighty-four (84) sites located throughout the County as identified in Exhibit "A" of the Bid document. These sites are classified as either urban or rural mowing. Mowing Services shall also be provided for the SJC Public Works Complex located at 2750 Industry Center Road, St. Augustine, FL 32084

**Minimum Qualifications**

Prime Bidder must be fully licensed to do business in the State of Florida.

Bidders must have successfully completed, as a Prime or Sub-contractor, have been in business for a minimum of five (5) years as a commercial mower.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # 18-67. 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/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163.

**Designated Point of Contact**

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.**

**Questions**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Wednesday, August 8, 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 a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the

right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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**

**BID NO: 18-67**

**INSTRUCTION TO BIDDERS**

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

**PROJECT:** BID NO.: 18-67; Finish Mowing 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 Owner 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](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **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 director'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 Diana M. Fye, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

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



**QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Wednesday, August 8, 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.

**FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in 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: 18-67: Finish Mowing Services**"

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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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.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

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

**SUBMISSION OF BIDS**

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

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

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

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

### **BID SECURITY**

Each submitted 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 Single Cycle Price Bid amount submitted on the Official County Bid Form, 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 submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond 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 herein under "Surety Bond". 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 Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 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 County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

*Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.*

**Rejection of Bids:** The County 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 County 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 County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the sum of the annual price, 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 vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

### **QUALIFICATION OF CONTRACTORS**

#### ***Minimum Qualifications:***

Prime Bidder must be fully licensed to do business in the State of Florida. Proof of licensure qualification shall be provided by completing and submitting **Attachment "C"** – License/Certification List along with a copy of each license and certificate

listed. All licenses, and certifications and pre-qualifications must be valid and current on the date bids are submitted. Upon award; and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

Bidders must have successfully completed, as a Prime or Sub-contractor, have been in business for a minimum of five (5) years as a commercial mower. Each Bidder must submit **Attachment "H"**- Experience of Bidder Form.

### **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 his 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 OWNER AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard 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.

### **CONTRACT DURATION & RENEWAL**

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, **providing satisfactory performance is maintained**. The Contract may be extended by four (4) one (1) year extensions if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Manager and SJC Road and Bridge Manager, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term.

### **INDEMNITY**

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

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

### **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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.

If, at any time, the Contract Agreement with the awarded vendor 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, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

### **PRICING**

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

### **METHOD OF PAYMENT**

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

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

Invoices shall be addressed to: St. Johns County Road & Bridge  
ATTN: Mr. Benjamin Bright, Manager  
2750 Industry Center Road  
St. Augustine, FL 32084

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

The Contractor shall submit an invoice, along with Form 1550 – Request for Payment, to SJC Road & Bridge upon completion of a mowing cycle (all sites completed). At a minimum, all invoices shall contain the following basic information:

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

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

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

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

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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.

**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: 18-67

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: FINISH MOWING SERVICES

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-67 Finish Mowing 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 to submit the following Bid Proposal summarized as follows:

**UNIT PRICE BID:**

FOR: Finish Mowing Services

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

Item Description	Total Acres	Unit Price per Acre	Single Cycle Bid Price**
Finish Mowing Rural Areas	20.333	\$	\$
Finish Mowing Urban Areas	382.99	\$	\$
Public Works Complex Mowing	9.4	\$	\$
<b>Total Single Cycle Price Bid:</b>			<b>\$</b>

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

\*\*Note: A "Single Cycle Bid Price" is defined as the total price for completing mowing services for all roadside sites included in this bid one (1) time and for mowing the Public Works Complex two (2) times. The "Total Acres" is taken from the cumulative urban (382.99) and rural (20.333) acres listed on Exhibit "A" attached hereto and the quantity of mowing at the Public Works Complex as described in the Contract Specifications (4.7 multiplied by 2).

**BID NO: 18-67**

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 Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Single Cycle Price Bid amount, 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: 18-67**

**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 Unit Price Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug-Free Workplace Form
  - Attachment "G" – Proof of Insurance
  - Attachment "H" – Experience of Bidder Form
  - Attachment "I" – Claims, Liens, Litigation History
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

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

BID NO.: 18-67

FINISH MOWING SERVICES

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: 18-67; Finish Mowing 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 AFFADAVIT TO EACH BID.

BID NO.: 18-67

FINISH MOWING SERVICES

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)

**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**ATTACHMENT "C"**

**LICENSE / CERTIFICATION LIST**

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

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

License Name	License #	Issuing Agency	Expiration Date

BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "D"

PROPOSED SUB-CONTRACTOR LICENSE / CERTIFICATIONS LIST

Each Respondent shall provide the subcontractor proposed to perform any portion of work specified herein. Subcontractor must meet the minimum qualifications of this Bid and proof of current license/certification as a Certified Elevator Inspector in the State of Florida must be provided. Copies of all current licenses and certifications, pertaining to this Bid, held by the Sub-Contractor must be attached to this form. All proposed subcontractors are subject to approval by the County.

SUB-CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

License Name	License #	Issuing Agency	Expiration Date

BID NO.: 18-67

FINISH MOWING SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 18-67 Finish Mowing 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 consultant'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.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant'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.: 18-67.**

**FINISH MOWING SERVICES**

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

**ATTACHMENT "F"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**ATTACHMENT "G"**

**CERTIFICATE OF INSURANCE**

(Attach or insert copy here)

**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**ATTACHMENT "H"**

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide proof of meeting the requirement of being in business for a minimum of five (5) years as a commercial mower by providing the following information regarding experience within the **past five (5) years** of this solicitation.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: \_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

<b>DATE OF CONTRACT</b>	<b>CLIENT'S NAME, ADDRESS, PHONE AND EMAIL</b>	<b>CONTRACT AMOUNT</b>	<b>PROJECT AND LOCATION</b>

BID NO.: 18-67

FINISH MOWING SERVICES

Attachment "I"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action      Captions of the Litigation or Arbitration  
Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

\_\_\_\_\_  
\_\_\_\_\_

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Use additional or supplemental pages as needed)

**BID NO.: 18-67**

**FINISH MOWING SERVICES**

**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  
**FINISH MOWING 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.: 18-67**

**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.: 18-67; FINISH MOWING SERVICES

### SCOPE OF WORK:

The scope of work requirements for finish mowing services are described below. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform finish mowing services at approximately eighty-four (84) sites located throughout the County as listed on Exhibit "A" attached hereto. These sites are classified as either urban or rural mowing. Mowing Services shall also be provided for the SJC Public Works Complex located at 2750 Industry Center Road, St. Augustine, FL 32084.

### Definitions

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

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

"Public Works Complex Mowing" – Finish mowing that includes string trimming, litter pick-up, edging of curbs, sidewalks and mulch beds, spraying of herbicide in sidewalk cracks, keeping mulch beds free of undesirable vegetation by spraying herbicide or hand-pulling and maintaining landscaping and trees in a healthy and aesthetically pleasing manner. Paved surfaces shall be swept and blown clean of grass trimming and other debris resulting from the services. The Public Works Complex located at 2750 Industry Center Road will be the only site for this type of service. There is 4.7 acres of mowing at this site.

### Mowing Services

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

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

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

### Mowing Frequency

During the County-specified growing season between March 15<sup>th</sup> and November 15<sup>th</sup> each year, the Contractor shall perform finish mowing services at all roadside sites listed herein every four (4) weeks and at the Public Works Complex every two (2) weeks as needed and as specified by the County. All roadside mowing services shall be performed Monday through Friday. The Public Works Complex may only be mowed after 5:30 PM, on weekends or County designated holidays." All worked must be performed between the hours of dawn (30 minutes after sunrise) to dusk (30 minutes prior to sunset). Specific authorization by the County is necessary to perform services outside these restrictions.

During the County-specified off season between November 16<sup>th</sup> and March 14<sup>th</sup> each year, the Contractor shall perform finish mowing services at all roadside sites listed herein every eight (8) weeks and at the Public Works Complex every four (4) weeks as needed and as specified by the County.



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

All mowing services shall be as scheduled, as needed by the County.

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

### **Method of Operation**

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

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

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

### **Site Locations**

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

### **Site Conditions**

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

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

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

### **Disposal**

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

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

### **Damages**

Any and all fixtures and improvements located in the ROW damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. These fixtures and improvements may include, but are not limited to sidewalks, driveways, mail boxes, signs, curbs, pipes, drains, water mains, telephone or communication boxes, cable boxes, pavement, landscaping improvements, and all other fixtures and/or improvements to property located at any of the sites listed herein. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

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

### **Equipment**

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

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

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

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

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

equipment left unattended in the ROW by the Contractor.

**Maintenance of Traffic**

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

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

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

EXHIBIT "A" – FINISH MOWING SITES

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
1	Varella Ave.	Sidewalk and curbing on both sides of road & fenced lot on corner of Lewis Speedway and Varella Av	From SR 16 to Del Monte Dr. and in front of St Augustine HS	3865' x 40' = 3.54 Acres; Sidewalks = 5790'; Curb and gutter = 5014'; Lot on corner of Varella and Lewis Speedway = 150' x 135' = 0.46 Acres	4.00	
2	School House Rd.	Sidewalk and Curb and Gutter	From Varella Ave. to Lewis Speedway	1175' x 40' = 1.07 Acres; Sidewalks = 1175'	1.07	
3	Lewis Speedway	Sidewalk and curb and gutter	From US 1 to SR 16	2.3 Miles x 30' = 8.36 Acres; Intersection of Woodlawn Rd. and Lewis Spdw = 635' X 140' = 2.04 Acres; (10.40 Acres for both sites); Sidewalks = 13227'; Curb and Gutter = 13227'	10.40	
4	Estrada Ave.	Median	Off SR 16	125' x 90' = 0.25 Acres	0.25	
5	Gaines Rd.	Guard Rail off Woodlawn Rd.	From Woodlawn Rd. to St. Augustine Tech Center & Fire Training	1685' x 30' = 1.16 Acres; Guardrail = 1485'	1.16	
6	Masters Dr.	Sidewalk, also median at Monterey Ave.	From SR 16 to Ravenswood Dr.	3150' x 30' = 2.16 Acres; Median at Monterey Av = 60' X 40' = .05 Acres (total of 2.21 Acres); Sidewalk = 1800'	2.21	
7	Hibiscus St.	Outfall Ditch	North of 951 Hibiscus St	800' X 30' = 0.55 Acres	0.55	
8	Intersection of Woodlawn Rd and Lewis Speedway	County Owned Lot	Northwest Corner of Intersection	Property 102' X 120' = 0.28 Acres	0.28	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
9	King St.	Sidewalk, both sides of road.	From S. Whitney St. to Holmes Blvd.	7230' x 60' = 9.95 Acres; Sidewalk = 12,335'; Curbing = 1100'	9.95	
10	Orange St.	Sidewalk off King St. going to Webster School.	From King St. to Chapin St. West Side Of Rd.	450' x 20' = 0.20 Acres	0.20	
11	Madeora St.	Retention Pond by RR Tracks	Behind 633 Madeora St.	350' x 265' = 2.12 Acres		2.12
12	Kenton Morrison Rd & Four Mile Rd	Sidewalk & Ditch	Kenton Morrison Rd from SR 16 to end of sidewalk (at lift station) + short piece on north side of Four Mile Rd	Sidewalk = 1200' 1200' X 50' = 1.37 Acres of Urban-mowing	1.37	
13	1660 Woodlawn Rd	Property owned by St Johns County.	Woodlawn Rd across from end of Grafft Rd	287' X 163' = 1.10 Acres of Urban mowing	1.10	
14	N. Holmes Blvd.	Sidewalk, Curbing, Guardrails, & Retention Ponds	From 4 Mile Rd. to Murray Middle School	Sidewalk = 5420'; Curbing = 5940'; Guard Rails = 1100'; Fence = 1530'; Areas around 3 retention ponds = 1.72 Acres 5420' x 45' = 5.59 Acres Total = 7.31 Acres	7.31	
15	S Holmes Blvd.	Guard Rails; Also sandbag shoulders	Kerry Lynn Rd	1475' x 20' = 0.67 Acres; Guard Rail = 950'	0.67	
16	Rolling Hills Drive	Sidewalks, Curb and Gutter, Guardrail	From SR 207 to Dobbs Road	Sidewalk = 5412 LF: LF Curb and gutter = 4070 LF: Guardrail = 1250 LF: 5890' X 40' = 5.40 Acres	5.40	
17	Cypress Links Blvd.	Sidewalk	From SR 207 south to Golf Ridge Dr.	Sidewalk & East road shoulder 7260' X 30' = 5.00 Acres of Urban Mowing	5.00	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
18.	Wildwood Dr.	Sidewalk (West side)	From Fort Peyton Dr. To Prairie Creek Heartwood Sub.	Sidewalk = 2200 LF: 2200' X 40' = 2.02 Acres	2.02	
19	Wildwood Dr. & SR 207 Intersection	Sidewalk, curb and gutter	From SR 207 south to end of curb on Wildwood Dr.	850' x 40' = 0.78 Acres; Sidewalk = 425'; Curbing = 1200'	0.78	
20	Wildwood Dr.	Guard Rails (6 sets, all weedeating)	Located along Wildwood Dr.	8360' x 20' = 3.83 Acres	3.83	
21	Wildwood Dr.	Sidewalk	From US 1 to Oak Ln. on south side of road	1680' x 20' = 0.77 Acres; Sidewalk = 1680'	0.77	
22	Lundquist Ditch	Watson Woods	Sherlock Pl.	580' x 40' = 0.53 Acres	0.53	
23	Watson Rd.	Curbing, Ditch, & Sidewalk	From Belles Chase Ct. West To Dead End, Both Sides of Road	850' x 50' = 0.97 Acres; Sidewalk = 850'; Curbing = 1800'; Ditch = 850'	0.97	
24	Vaill Point Rd.	Sidewalk, & Handrails	From US1 To Moultrie Foreside Blvd. North Side Of Road	4225' X 20' = 1.93 Acres	1.93	
25	Shore Dr. in St Augustine South, North Entrance	Curbing	From US1 to Water Plant entrance North Side Of Road	800' X 20' = 0.36 Acres; Curbing = 425'	0.36	
26	St. Augustine South Dr.	Sidewalk Green Belt and triangle median	From US 1 to Shore Dr. on north side of road	3260' X 30' = 2.25 Acres; Triangle median = 0.12 Acres Total = 2.37 Acres; Sidewalk = 3260'	2.37	
27	Lewis Point Rd.	Sidewalks (Both sides of road)	From US1 To Old Moultrie Rd.	1200' x 40' = 1.1 Acres; Sidewalk = 2400'	1.10	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
28	Lewis Point Rd. & Old Moultrie Rd. Intersection	Curbing, and Sidewalks (Both sides of Old Moultrie)	From north side of intersection south to Kings Trace and cemetery driveways	1890' x 20' = 0.90 Acres: Curbing = 1890'; Sidewalk = 1840'	0.90	
29	Old Moultrie Rd. & King Estates Rd. Intersection	Sidewalks, Curbing, & Handrails	From Ruba Rd. To King Terr. Dr.	5800' x 10' = 1.33 Acres: Sidewalk = 5300'; Curbing = 5300'; 625' Handrails	1.33	
30	Old Moultrie Rd. behind Wal-Mart	All weed eating, curbing	Behind Wal-Mart Both Sides Of Road	1255' x 40' = 1.15 Acres: Curbing = 1255'	1.15	
31	Old Moultrie Rd. & SR 312 Intersection	Sidewalk, Curbing (Both sides of Road)	From Flagler West North to K-Mart rear entrance	3470' x 40' = 3.18 Acres: Sidewalk = 2200'	3.18	
32	Mizell Rd. & SR 312 Intersection	Curbing	By Gate Station	785' x 60' = 1.08 Acres: Curbing = 785'	1.08	
33	SR A1A Intersection SR 3 by McDonalds	Roadside Curbing & Medians	From SR 3 to Santander St.	1420' x 150' = 4.88 Acres	4.88	
34	SR A1A by Old Big Joe's Bldg.	Sidewalk	From Santander St. to SR 3	1465' x 75' = 2.52 Acres: Sidewalk = 725'	2.52	
35	16th St.	Sidewalk	From A1A To Commadores Club	500' X 20' = 0.22 Acres	0.22	
36	St. Augustine Beach	Curb & Gutter	Alta Vista Ave. & Osceola Ave.	2550' x 40' = 2.34 Acres	2.34	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
37	Rio Del Mar	Retention Pond	Off A1A South	140' x 65' = 0.20 Acres		0.20
38	Stratton Blvd	Sidewalk, Curb and gutter, Handrail	Off SR 16	Sidewalk = 3370 LF: Curb and Gutter = 3000 LF: Handrail = 500 LF: Roadside 3370' X 50' = 3.86 Acres	3.86	
39	CR 208 Wisper Ridge	Sidewalk & Handrails	From Pellicer Rd. To Cabbage Hammock Rd North Side Of Road.	5280' X 30' = 3.63 Acres	3.63	
40	Pacetti Rd.	Sidewalks, Curbing, & Medians	From Samara Lakes Pwky. To SR16	1.3 miles X 70' = 11.03 Acres: Sidewalks = 2.6 miles: Curbing = 10.4 miles: 8 Medians	11.03	
41	Pacetti Rd.	Sidewalk, Curb and gutter, & Medians	Pacetti Road at Pointed Creek Dr.	Sidewalk = 1375 LF: Curb and gutter = 3100 LF: 750' X 30' = 0.51 Acres	0.51	
42	International Golf Pkwy (aka 9 Mile Rd.)	Curbing, Sidewalks, & Medians	From SR 16 to W.G.V. Blvd.	2 miles x 80' = 19.39 Acres: Sidewalks = 2.6 miles: Curbing = 9.7 miles: 9 Medians	19.39	
43	International Golf Pkwy (aka 9 Mile Rd.)	Curb and gutter, Ditches, Driveways, & Drainage structures	Intersection at US1 approximately 1075' west of RR Crossing	Curb and gutter = 2150 LF: 1075' X 40' = 0.98 Acres	0.98	
44	CR 210 West	Sidewalk, Sampson Sidewalk, Curbing & Medians	From Crackers BBQ to Cimarrone Golf Club.	3.4 miles x 60' = 24.72 Acres: Sidewalk = 6.8 Miles: Curbing = 13.6 Miles	24.72	
45	Leo Maguire Rd	Sidewalk	Off CR 210 West	5400' x 30' = 3.71 Acres: Sidewalk = 5400'	3.71	
46	Russel Sampson Rd.	Sidewalk, Curb and gutter, Guardrail, and Round-A-Bout median	From CR 210 to Quarterhorse Dr. North	Sidewalk = 13,560 LF: Curb and gutter = 14,060 LF: Guardrail = 140 LF: 6780' X 60' = 9.33 Acres	9.33	



Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
47	Russell Sampson Rd	Sidewalk Curbing & Guard Rail	By Liberty Pines Academy From 10815 To CR 2209 Aka St. Johns Pkwy	Sidewalk = 4050' Curbing = 8075' Guard Rail = 1530' 4000' X 80' = 7.34 Acres	7.34	
48	CR 2209	Sidewalks Curbing & Medians	South Of CR210 West	1260' x 80' = 2.31 Acres	2.31	
49	Greenbriar Rd.	Sidewalks	From Colony At Greenbriar To SR13 North	1.2 miles x 40' = 5.81 Acres: Sidewalks = 2.6 miles	5.81	
50	CR 244 & Roberts Rd. Intersection	Sidewalks Curbing & Handrails	From CR 244 To End Of Sidewalks	525' x 60' = 0.72 Acres	0.72	
51	Roberts Rd.	Sidewalk	From 1344 Roberts Rd. TO SR13 North	7410' x 20' = 3.40 Acres	3.40	
52	Fruit Cove Rd.	Sidewalk, Both sides of road.	From Race Track Rd. To SR 13	2.4 Miles x 60' = 17.45 Acres: Sidewalk = 4.8 Miles	17.45	
53	Bishop Estates Rd.	Sidewalk	From Race Track Rd. To Eastwood Branch Dr. East Side Of Road	2115' x 10' = 0.48 Acres	0.48	
54	Race Track Rd @ Bartram Park Blvd	Sidewalks, Curbing, & Medians	Race Track Road East Of Durbin Creek Bridge at Bartram Park Blvd	Sidewalk = 2000' X 8' = 16,000 sf Medians = 580' X 25' = 14,500 sf Total 30,500 sf = 0.70 Acres	0.70	
55	Racetrack Rd. - west end	Sidewalk, Medians	From US 1 west to Bartram Springs	4225' x 80' = 7.75 Acres: Sidewalk = 4225': Curbing = 8450'	7.75	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
56	Racetrack Rd. @ CR 2209	Sidewalks, Curbing, & Medians	Intersection between Celestina to The Crossing	West Median (1130' x 24' = 0.6 Acres) North Roadside & Sidewalks (1176' x 67' = 2.7 acres) Southwest Roadside & Sidewalks (938' x 56' = 1.2 Acres) East Median (367' x 24' = 0.2 Acres)	6.40	
57	Palm Valley Bridge	Sidewalk, Curbing, & Gutters, Retention Ponds	Palm Valley Rd.	Total grassed area = 6.44 Acres: Sidewalk = 3725': Curbing = 2185': Gutter Curbing = 1590': 3 Retention Ponds 4225' x 200' = 19.40 Acres (-3.2 Acres of water) Total = 22.64 Acres	6.44	16.20
58	Palm Valley/Mickler Rd Round A Bout	Curb and gutter, Medians, & Retention Pond areas	Palm Valley Rd. & Mickler Rd	Grass medians = 0.68 Acres Curbing = 4106': Area around 2 Retention Ponds = 0.42 Acres: Total = 1.10 Acres	0.68	0.42
59	Palm Valley Road (East of Bridge)	Sidewalk, curb and gutter, and road shoulders	From Palm Valley Bridge to Landrum Ln (except @ roundabout) West and North side of road	10,435' X 20' = 4.79 acres Sidewalk = 10,435 LF	4.79	
60	Landrum Ln.	Sidewalk and Curbing	From CR 210 East to Roscoe Blvd.	3185' x 30' = 2.19 Acres	2.19	
61	N/S-Roscoe Blvd & Canal Blvd Intersection	Curbing & Guardrail	Palm Valley	2200' x 15' = 0.75 Acres: Guardrail = 120': Curbing = 2200'	0.75	
62	CR 210 East By Wal-Greens	Sidewalk	From Woody Creek Dr. To SR A1A East Side Of Road	3150' x 20' = 1.44 Acres	1.44	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
63	Corona Rd.	Sidewalk on south side, weedeat back side of ditch to Vet Driveway, behind bridge handrail south side and guardrail north side	From A1A To Ponte Vedra Blvd	3800' x 30' = 2.61 Acres	2.61	
64	SR A1A - Ponte Vedra	Sidewalk	From Mickler Rd. to CR 210 East	2.8 Miles x 50' = 16.96 Acres: Sidewalk = 2.8 Miles	16.96	
65	Mickler Rd. & SR A1A	Weir at Guana	At Intersection	265' x 60' = 0.36 Acres		0.36
66	Mickler Rd.	Curb and gutter, Guardrail, & Sidewalk	From Roundabout to SR A1A	6610' x 15' = 2.27 Acres: Guardrail = 1125': Sidewalk = 6610'	2.27	
67	Ponte Vedra Blvd. aka CR203	Sidewalk 21,320' X 13' = 6.36 Ac Other Areas 3,796' X 37' = 3.14 Ac	From SR A1A To Corona Rd	Sidewalk = 21,320' X 13' = 6.36 Acres Other Areas = 3,697' X 37" = 3.14 Acres	9.50	
68	Solana Road	Sidewalk	From Solana Cay West To Belvedere Place North Side Of Road	1200' x 15' = 0.41 Acres	0.41	
69	Davis Park Road	Sidewalk & curbing	From Nocatee Parkway to concrete bridge (except in front of church)	Sidewalk = 3900' Curbing = 3900' 3900' X 28' = 2.50 Acres	2.50	
70	West Augustine in fill housing St Johns St. Duval St. and W. 15th St.	Sidewalk, Curbing, and around retention ponds	South of W. King Street	St Johns St, Duval St, and W 15th St = 1.4 Acres Retention Pond at end of W 15th St = 0.3 Acres Other retention ponds = 0.8 Acres Total = 2.50 Acres	2.50	
71	Volusia St Roundabout	Sidewalk, Curb & gutter, Medians, and Retention ponds	From Roundabout to West King St	Sidewalk = 4300 LF Curbing = 8663 LF X 15' = 2.95 Acres 2 Ponds = 1.03 Acres Total = 3.98 Acres	2.95	1.03

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
72	South Collins Ave	Sidewalk and Road Shoulders	From SR 16 to Lawrence Ave	Sidewalk = 426 LF X 30' = 0.3 Acres	0.30	
73	Greenbriar Road	Sidewalk and Road Shoulders	3 Locations on North side of Greenbriar Road from Longleaf Pine to Switzerland Point Middle School	Sidewalk = 2,742 LF, Shoulder = 2,742' X (width varies) = 60,105 SF = 1.60 Acres	1.60	
74	Intersection of Kings Estate and Dobbs/Kings Road	Sidewalk, Curb and Gutter and Retention Ponds	All four corners of intersection	3 Retention Ponds = 95,880 = 2.20 Acres, 3,260 LF of Curb and Gutter, 2,256 LF of Sidewalk, 58,806 SF of Mowing = 1.80 Acres = Total of 4.00 Acres	4.00	
75	Veterans Parkway	Sidewalk, Shoulders, and Median	Veterans Parkway from Racetrack Road to Longleaf Pine Parkway	Veterans Parkway from Race Track Road to Longleaf Pine 8,976' X 85' = 17 Acres	17.00	
76	St. Johns Parkway	Sidewalks, Shoulders, and Medians	St. Johns Parkway from Racetrack Road to County Road #210	St. Johns Parkway from Race Track Road to C.R. # 210 16,368' X 85' = 32 Acres	32.00	
77	Longleaf Pine	Sidewalks, Shoulders, and Medians	Longleaf Pine 1.1 Miles North of Greenbriar	Longleaf Pine from Greenbriar North 1.1 Miles 6,388' X 100' = 14.6 Acres	14.60	
78	Longleaf Pine	Sidewalks, Shoulders, and Medians	Longleaf Pine from Aberdeen to Durbin Crossing	Longleaf Pine from Aberdeen to Durbin Crossing 7,392' X 100' = 16.9 Acres	16.90	
79	Inman Road	Sidewalk and Road Shoulders	North Side	30ft. X 470 = .5 Acres	0.50	
80	West Pope Road	Sidewalk	Pope Road from Mizell Road 845ft. East	845ft. X 20ft. Wide = .4 Acres	0.40	

Site #	Road Name	Description of Work	Location	Acres to be mowed, Length of sidewalks and curb & gutter	Urban Acres	Rural Acres
81	Woodlawn Road New Intersection	Sidewalk, Shoulders and Retention Pond	New Woodlawn Intersection at Mystery Pit Road	Retention Pond 4.0 Acres, Sidewalk and Shoulders 2.0 Acres	6.00	
82	Holmes BLVD. and King Street Intersection	Sidewalk, Shoulders, Curb and Retention Ponds	New Intersection at Holmes BLVD. and King Street	Sidewalk, Curb, and Roadside 4,095 X 21' = 2.0 Acres, Large Retention Pond 1,907' X 36' = 1.6 Acres, Small Retention Pond 480' X 25' = .4 Acres	6.00	
83	Cross Ridge Drive and Old Dixie Hwy.	Sidewalk, Curb and Roadside	Intersection at Cross Ridge Drive and Old Dixie Highway	Sidewalk and Curb 40" X 1,788" = .8 Acres. Roadside 829" X 10" = .2 Acres	1.00	
84	Town of Hastings	Sidewalks and curbs	City Limits of Hastings	Sidewalks and Curbs 30,624ft. X 20ft. = 14 Acres	14.00	

Total Urban and Rural Acres: 382.99 20.33

A map with the mowing sites is available at this internet address:

<https://bit.ly/2NVED1d>

This map is provided for reference use only.

St. Johns County cannot guarantee the accuracy or completeness of the map.

It is not considered part of the bid documents.

**SEALED BID MAILING LABEL**

**BID NO: 18-67  
FINISH MOWING SERVICES**

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

<b>SEALED BID • DO NOT OPEN</b>	
<b>SEALED BID NO.:</b>	<b>BID NO: 18-67</b>
<b>BID TITLE:</b>	<b>Finish Mowing Services</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00PM – August 22, 2018</b>
<b>SUBMITTED BY:</b>	Company Name
	Company Address
	Company Address
<b>DELIVER TO:</b>	St. Johns County Purchasing Dept. ATTN: Diana M. Fye, AS, CPPB Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



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