

RESOLUTION NO. 2021 - 25

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 21-10 AND TO EXECUTE AN AGREEMENT WITH LOTT AGRI SERVICES, LLC FOR COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with Lott Agri Services, LLC to provide services for Countywide Mitigation Area Mowing Services in accordance with Bid No. 21-10; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, and equipment required in order perform land management activities including but not limited to roller chopping or vegetation mowing or under brushing as directed by the St. Johns River Water Management District Memorandum of Agreement (SJRWMD MOA), US Army Corps of Engineers (USACE) Permits, St. Johns County Land Management Plans, and Specifications on pertinent County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA, and any other County-owned parks or conservation areas located in St. Johns County, Florida, as authorized by Task Order, in accordance with Bid No. 21-10; and

**WHEREAS**, through the County's formal Bid process, Lott Agri Services, LLC was selected as the lowest, responsive, responsible bidder to enter into contract with the County to perform the services 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 services serves a public purpose.

**WHEREAS**, the contract will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 21-10 to Lott Agri Services, LLC as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further 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 No: 21-10.

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 19 day of January, 2021.

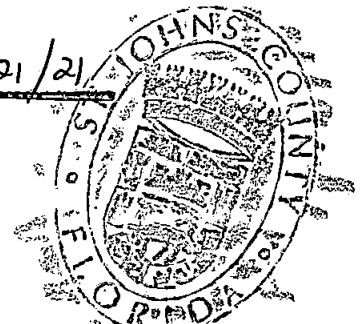
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean  
Henry Dean, Vice Chairman

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

By: Sam Haltern  
Deputy Clerk

RENDITION DATE 1/21/21





**CONTRACT AGREEMENT**  
**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA**  
**MOWING SERVICES**

Master Contract #: \_\_\_\_\_

This Contract Agreement (Agreement) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **St. Johns County, FL** ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Lott Agri Services, LLC** ("Contractor"), authorized to do business in the state of Florida, with mailing address: P.O. Box 418, Venus, FL 33960; Phone: (863) 443-3043; Fax: (863) 465-1205; Email: wmlott22@gmail.com.

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

**ARTICLE 1 – DURATION AND RENEWAL**

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to one (1) two (2) year renewal period. This Agreement may be renewed, 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 renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Bid No. 21-10 and all issued Addenda;
- Contractor's Pricing (Exhibit A-1);
- Scope of Work (Exhibit B);
- Any task order, or any amendment of a task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Specifications of St. Johns County Bid No: 21-10.

Services provided by the Contractor shall be under the general direction of the St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Contractor shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Contractor.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Contractor under this Agreement shall not relieve the Contractor of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Contractor's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

#### **ARTICLE 4 – TASK ORDERS**

The Contractor shall not perform any services under this Agreement until a task order for such services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

#### **ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Contractor.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Contractor shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate based on the hourly rates provided in Exhibit B. No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- C. It is expressly understood that Contractor is not entitled to the amount of compensation set forth in any given task order. Rather, Contractor's compensation is based upon Contractor's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Contractor shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Contractor, invoices submitted by the Contractor shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Contractor, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

#### **ARTICLE 6 – 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 advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. 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 five (5) 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.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six consecutive months during the term of this Agreement, such action 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 Agreement 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 8 – PERSONNEL**

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

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

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

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

The Contractor shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
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**ARTICLE 9 – 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 10 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 performance under this Agreement.

**ARTICLE 11 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds.

While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE 12 - INSURANCE**

The Contractor shall not commence work under this Agreement until it 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 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 Agreement, 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 Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 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 required by the law for all of its employees.

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

## **ARTICLE 13 - 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 Contractor'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 14 - 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 15 - REMEDIES**

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

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

**ARTICLE 16 - 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 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 17 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, 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 - EXCUSABLE DELAYS**

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Contractor is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

**ARTICLE 19 - ARREARS**

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

**ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

Contractor shall keep all 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, confidential. Such information 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

With respect to the Contractor's performance of all work services and activities under this Agreement, the Contractor shall be 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 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this 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.

#### **ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three 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 days written notice.

#### **ARTICLE 24 - NONDISCRIMINATION**

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

#### **ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this 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 26 - 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 27 - 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 conduct its business activities in a reputable manner at all times.

**ARTICLE 28 - 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 29 - 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 an amended task order as provided in Article 4. The Contractor shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

**ARTICLE 30 - FLORIDA LAW & VENUE**

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

**ARTICLE 31 - 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 32 - 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: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Lott Agri Services, LLC  
**Attn: William M. Lott, Partner**  
P.O. Box 418  
Venus, FL 33960

**ARTICLE 33 - HEADINGS**

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

**ARTICLE 34 -PUBLIC RECORDS**

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



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

- B. In accordance with Florida law, to the extent that Contractor's performance under this 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.
- C. 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.
- D. 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: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

#### **ARTICLE 35 – REVIEW OF RECORDS**

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

#### **ARTICLE 36 – USE OF COUNTY LOGO**

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

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this 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) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

**ARTICLE 38 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES**

The Contractor’s performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit C hereto, the contents of which are incorporated herein.

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

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

Leigh A. Daniels, CPPB  
Printed Name of County Representative

Lott Agri Services, LLC  
Company Name

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Contractor Representative

Purchasing Manager  
Title of County Representative

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

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

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

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

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

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

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

**BID NO: 21-10; COUNTYWIDE MIGITATION CONSERVATION AREA  
MOWING SERVICES**

**EXHIBIT "A"  
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Hourly Rates per Position as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Hourly Rates 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 this Agreement through a Contract Amendment.

Price increases will be considered at the end of each contract/agreement renewal year. Price increase requests must be submitted in writing to the St. Johns County Purchasing Manager no later than sixty (60) consecutive calendar 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.

**BID NO: 21-10; COUNTYWIDE MIGITATION CONSERVATION AREA  
MOWING SERVICES**

**EXHIBIT "A-1"  
CONTRACTOR'S PRICING**

**Mowing Services:                      Unit Price Per Acre:    \$150.00/acre**

**Roller-Chopping Services:        Unit Price Per Acre:    \$210.00/acre**

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA  
MOWING SERVICES**

**EXHIBIT "B"  
SCOPE OF WORK**

**LOCATION:** St. Johns County Conservation Lands

**SCOPE OF WORK:**

Changes to fire regimes have resulted in excessive shrub growth and declines in the species rich herbaceous ground layer of some of the pine flatwoods communities within the County's Conservation Areas. Prescribed burning and roller chopping during growing (April–October) and dormant (November–March) seasons are management practices promoted to reduce shrub invasion and increase herbaceous plant growth in flatwoods. As an alternative to prescribed burning in any one designated unit within County property, the Contractor shall roller chop, mow, or underbrush designated areas so that vegetative community units are thinned to a desired density as to mimic a winter or summer time prescribed fire within the targeted community or prescribed fire unit.

The Contractor shall be required to roller chop, mow, or underbrush at County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, and McCullough Creek ROMA, and any other County-owned parks or conservation areas located in St. Johns County, Florida as authorized by Task Order. The Contractor shall perform the mitigation activities as directed by County staff, as consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA) and U.S. Army Corps of Engineers (USACE) Permits and St. Johns County Land Management Plans. The Contractor shall perform services consistently with standard land management practices in a manner so as to minimally disturb existing trees, vegetation and areas not included in the mowing, roller chopping or targeted burn unit operations.

The areas to be mowed on are on an as-needed-basis, which may tally to a few to several hundred acres on a periodic or sporadic schedule, depending on the property and site conditions.

**Site Preparation- Roller Chopper**

When fire has been absent for an extended period of time, an undesirable, dense growth of shrubs and trees can quickly overtake a natural area, making it less attractive to wildlife and more prone to wildfires that are difficult to control. Roller chopping or mowing this growth before burning or even as an alternative to burning allows for safer, more effective fires or is used in areas where fires cannot be performed due to smoke issues in surrounding developed areas. The roller chopper is designed to knock down and chop up brush and trees up to about 3 inches in diameter. It also will sever some shallow roots. It is very heavy but can be pulled with a prime mover, usually a skidder. The drum can be filled with water for extra weight.

**Suitable Site Conditions**

The roller chopper should not be used on sites that are wet because of its weight and the compaction and rutting that can result from the skidder. It can be pulled through light and medium slash. Heavy fresh slash will cause the blades to ride up over the ground and not be as effective in chopping vegetation.

**Equipment Specifications**

A roller chopper has grader blades mounted on a large drum approximately 6 feet in diameter and 8 feet wide. It requires a prime mover, either a crawler or a skidder, of 120 hp. or more.

**Operational Techniques**

Roller chopping might be considered as a way to control brush competition instead of herbicides or prescribed fire. Effectiveness is dependent on timing. Roller chopping should be scheduled as soon after leaf flush as ground conditions allow. The theory is that chopping following leaf flush will kill the aerial stems and have reduced re-sprouting due to root

reserves being depleted by the initial spring flush of leaves. Shallow surface roots will also be disturbed. A single pass can do a good job on standing pine regeneration. Sometimes a second pass is helpful to smash slash and brush closer to the ground and to create a bit more soil disturbance. Soil disturbance and exposed mineral soil is minimal with roller chopping, compared to patch or disk trench scarification.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies, and supervision necessary to remove and haul away all exotic species present in any areas of the ROMA or other County-owned parks or conservation area sites.

Services also include required assessment, documentation of areas mowed and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

**Reporting**

The Contractor shall provide a report for all areas of the site that have been roller chopped or mowed within the designated areas of any County-owned ROMA, Conservation Area, or Park upon completion. The report must include a map of the area mowed and pictures of the remaining trees and vegetation within mowed areas to ensure that the Contractor did not improperly disturb any areas of the designated timber thinning area(s).

The Contractor shall provide monthly reports of all services conducted within each the month they are accomplished at a minimum. Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections, if needed.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

December 3, 2020

**RE: Bid No: 21-10; Countywide Mitigation Conservation Area Mowing Services**

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Lott Agri Services, LLC as the lowest responsive, responsible bidder for Bid No: 21-10; Countywide Mitigation Conservation Area Mowing Services. This notice will remain posted until 4:00 PM, Tuesday, December 8, 2020.

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: 12/3/20

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Ryan Mauch, Environmental Supervisor, SJC Growth Management Department  
**FROM:** Diana M. Fye, AS, CPPB, Procurement Coordinator  
**SUBJECT:** Bid No. 21-10; Countywide Mitigation Conservation Area Mowing Services  
**DATE:** November 19, 2020

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 *[Signature]*  
Date 11/30/20  
Budget Amount \$200,000 annually  
Account Funding Title Rowm Maintenance  
Funding Charge Code 1231 - 53120  
Award to Lott Agri Services  
Award Amount \$360 per acre

ST JOHNS COUNTY

DEC 02 '20

PURCHASING



**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** COUNTYWIDE MITIGATION CONSERVATION AREA  
MOWING SERVICES

**BID NUMBER** 21-10

**OPENING DATE/TIME** November 4, 2020 2:00 PM

**POSTING DATE/TIME** FROM 11/19/20 UNTIL 11/24/20  
3:00 PM 3:00 PM

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

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

DIANA M FYE  
APRIL BACON  
*[Signature]*

BIDDERS	MOWING SERVICES UNIT PRICE PER ACRE	ROLLER-CHOPPING SERVICES UNIT PRICE PER ACRE	TOTAL COMBINED UNIT PRICE PER ACRE	BID BOND	ADDENDUM 1	ADDENDUM 2	
Lott Agri Services, LLC	\$ 150.00	\$210.00	\$360.00	Yes	Yes	Yes	
Promise Habitat Services, LLC	\$ 414.00	\$180.00	\$594.00	No	Yes	Yes	Non-Responsive
Bird Dog Fire & Land Management Inc	\$ 575.00	\$395.00	\$970.00	Yes	Yes	Yes	

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

BID NO: 21-10

OFFICIAL COUNTY BID FORM – REVISED PER ADDENDUM #1  
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES

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

DATE SUBMITTED: 11-10-20

**BID PROPOSAL OF**

Lott Agri Services, LLC  
Full Legal Company Name

P.O. Box 418, Venus, FL 33960      863-443-3043      863-465-1205  
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: 21-10: Countywide Mitigation Conservation Area 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:

**FOR: COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

Mowing Services:      Unit Price Per Acre: \$ 150.00 /acre

Roller-Chopping Services:      Unit Price Per Acre: \$ 210.00 /acre

\*Mowing Services: Total Combined Unit Price Per Acre      \$ 360.00 /acre

\*(For Purpose of Determination of Bid Award Only: Add the unit prices per acre of Mowing and Roller-Chopping Services for the Total Combined Unit Price Per Acre.)

Bidder shall insert the Unit Price Per Acre for mowing services, roller-chipping services, and the combined unit price per acre. Any discrepancy between the Total Combined Unit Price Per Acre and individual services unit pricing shall be decided by the individual services unit price per acre recorded above.

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

**Pricing must be provided for both mowing and roller-chopping services to be deemed as responsive.**

The Unit Price Per Acre offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 21-10**

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

No.: 1 Date Received: 10-23-20

No.: 2 Date Received: 10-27-20

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 One Thousand Dollars (\$1,000.00), 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: 21-10**

**CORPORATE/COMPANY**

Full Legal Company Name: Lott Agri Services, LLC (Seal)

By: [Signature] Joseph Austin Lott / Partner  
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] William M Lott / Partner  
Signature of Authorized Representative (Name & Title typed or printed)

Address: P.O. Box 418, Venus, FL 33960

Telephone No.: (863) 443-3043-1205 Fax No.: (863) 465-1205

Email Address for Authorized Company Representative: wmlott22@gmail.com

Federal I.D. Tax Number: 81-1332616 DUNS #: 060847934  
(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" - Claims, Liens, Litigation History
  - Attachment "I" - References
  - Attachment "J" - List of Equipment
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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 Joseph Austin Lott who being duly sworn, deposes and says he is Partner (Title) of the firm of Lott Agri Services, LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-10; Countywide Mitigation Conservation Area 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.

Joseph Austin Lott  
(Bidder)

By: J Austin Lott  
Partner  
(Title)



Katherine Stoll  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG274030  
Expires 11/5/2022

Sworn and subscribed to me this 27 day  
of October, 2020.

Notary Public:  
Katherine Stoll  
Signature  
Katherine Stoll In Person  
Printed

My commission Expires: 11/5/2022

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

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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)

*No + Required*

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Lott Agri Services, LLC as Principal, and Lott Agri Services, LLC as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of One Thousand Dollars (\$ 1,000.00) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated November 10, 2020.

For

**COUNTYWIDE MITIGATION CONSERVATION AREA 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 November 6<sup>th</sup> A.D., 2020, 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.: 21-10**

**WITNESSES:**

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

**WITNESSES:**

Michael Shaw  
Michael Shaw  
Katharine Still  
Katharine Still

**WITNESS:**

\_\_\_\_\_

**PRINCIPAL:**

LOTT Agri Service  
NAME OF FIRM:

J. Paul Lott  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

Partner  
TITLE

P.O. Box 418  
BUSINESS ADDRESS

Venus CITY FL STATE

**SURETY:**

**CORPORATE SURETY**

**ATTORNEY-IN-FACT (AFFIX SEAL)**

**BUSINESS ADDRESS**

**CITY STATE**

**NAME OF LOCAL INSURANCE AGENCY**





067255

**Heartland  
National Bank**

REMITTER: LOTT AGRI SERVICES

DATE 10/27/20

**PAY TO THE ORDER OF** BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY

EXACTLY \*\*1,000 AND 00/100 DOLLARS

\$ 1,000.00

AUTHORIZED SIGNATURE

**OFFICIAL CHECK**

*[Handwritten Signature]*







**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "E"**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 21-10; Countywide Mitigation Conservation Area 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, and 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) :

Lott Agri Services, LLC  
Joseph Austin Lott / Partner  
Signature  
William M Lott / Partner  
Signature

Joseph Austin Lott / Partner  
Print Name/Title

William M Lott / Partner  
Print Name/Title

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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

Lott Agri Services, LLC 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 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.

J. [Signature]  
Signature

11-8-20  
Date

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)



**FLORIDA FARM BUREAU INSURANCE COMPANIES**

PART B DECLARATION PAGE

COMMERCIAL UMBRELLA LIABILITY POLICY  
 NEW DECLARATION \* \* \* \* \* EFFECTIVE 09/15/20



POLICY NUMBER	FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	MEMBERSHIP NO.	CO.	AGENCY
UMC 9527179	09/15/2020	09/15/2021	FLORIDA FARM BUR GEN INS CO	0591682	28	27342

NAMED INSURED AND ADDRESS	AGENT
LOTT AGRI SERVICES LLC PO BOX 418 VENUS FL 33960-0418	CHAD D MCWATERS, INC, CLU, CAS 6419 US HIGHWAY 27 S SEBRING FL 33876 Phone 863 385-5141

----- SCHEDULE OF UNDERLYING INSURANCE -----

TYPE OF POLICY	POLICY NUMBER AND INSURER	COVERAGE & LIMITS
COMMERCIAL GENERAL LIABILITY	FLORIDA FARM BUREAU GENERAL INS CO CPP 9525594	LIMITS OF INSURANCE \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$ 1,000,000 PERSONAL & ADVERTISING INJURY \$ 1,000,000 EACH OCCURRENCE
AUTOMOBILE LIABILITY	FLORIDA FARM BUREAU CASUALTY INS CO ABF 1330498 INCLUDING HIRED CAR AND EMPLOYER NON-OWNED AUTO	BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$ 1,000,000 EACH ACCIDENT
EMPLOYER'S LIABILITY	RETAILFIRST INS CO 520-53760	BODILY INJURY BY ACCIDENT \$ 1,000,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$ 1,000,000 EACH EMPLOYEE \$ 1,000,000 POLICY LIMIT

CHAD D MCWATERS, INC, CLU, CAS 10/12/20

\*\*POLICY PERIOD 12:01 AM STANDARD TIME

AUTHORIZED SIGNATURE DATE

FORM #: IL UMB 00 02 (ED. 06/91)

THIS IS NOT A BILLING NOTICE.

ACCT # 09140654449004

THANK YOU FOR ALLOWING US THE PRIVILEGE OF SERVING YOU.

**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

Item 3.B Limits (WC 89 06 12)

is changed to read:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 each employee

Bodily Injury by Disease \$1,000,000 policy limit

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: September 9, 2020

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: September 9, 2020

Policy Number: 520-53760

Countersigned by: 

Insured: Lott Agri Services, LLC

**WC 89 06 00 B (Ed. 7-01)**



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**EXTENSION OF INFORMATION PAGE - ITEM 1 - SCHEDULE OF INSURED AND OTHER WORKPLACES**

**CARRIER:** RetailFirst Insurance Company  
P.O. Box 988  
Lakeland, FL 33802-0988  
(863)665-6060

**AGENCY:** J.Smith Lanier/Florida Farm Bureau - 8063  
605 Chestnut St Liberty Tower Ste 500  
Chattanooga, TN 37450  
(770)476-1770

**INSURED:** Lott Agri Services, LLC  
**DBA:**  
175 Horn Rd  
Venus, FL 33960-2075

**POLICY NUMBER:** 520 - 53760  
**POLICY PERIOD:** 03/29/20 - 03/29/21

Insured and Other Workplaces

Lott Agri Services, LLC  
175 Horn Rd  
Venus, FL 33960-2075  
FEDERAL ID# 81-1332616  
LIMITED LIABILITY COMPANY

# RetailFirst<sup>®</sup>

Insurance Company

A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

NCCI Carrier Code Number 31399

Policy number 520-53760

**Item 1. Insured**

RISK I.D. 093405315

Name Lott Agri Services, LLC  
 and  
 Mailing PO Box 418  
 Address Venus, FL 33960-0418

Individual       Corporation  
 Partnership       Subchapter "S"  
 Other

FEIN 81-1332616

Other Workplaces not shown above:

**SEE EXTENSION OF INFORMATION PAGE ITEM 1**

**Item 2. Policy Period**

The policy period is from 03/29/20 12:01 a.m. to 03/29/21 12:01 a.m. at the insured's mailing address.

**Item 3. Coverage**

- A. Workers Compensation Insurance; Part One of the policy applies to the Workers Compensation Law of the states listed here:  
Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:  
**SEE EXTENSION OF INFORMATION PAGE ITEM 3.D**

**Item 4. Premium**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
SEE EXTENSION OF INFORMATION PAGE ITEM 4 - PREMIUM				

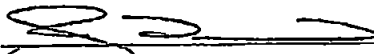
Total Estimated Annual Premium \$ 8,291.24

Expense Constant \$ 160.00

FL Workers Compensation Ins. Guaranty Assoc. Surcharge \$ 84.51

Minimum Premium \$ 730.00

Total Cost \$ 8,535.75

Countersigned by 

Date 01/07/20

8063 J. Smith Lanier/Florida Farm Bureau  
 cmb Date Prepared: 01/07/20

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "H"**

**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. *NONE*
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. *NONE*
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? *NONE*

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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "I"**

**REFERENCES**

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities; including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: Lykes Bros Inc  
Date(s) of Service: 2017 - Present  
Project Information (Type of System): Ranch Roller Chopping, mowing, disking and grass planting  
Primary Reference Contact Name and Title: Flint Johns, Ranch Manager  
Contact Phone Number: 863-763-3041 / 863-634-2698  
Contact Email Address: Flint.Johns@lykes.com

\*\*\*\*\*

2. Reference Company Name: Evans Properties  
Date(s) of Service: 2018 - present  
Project Information (Type of System): Orange grove + fields, Roller Chopping, Mowing  
Primary Reference Contact Name and Title: Curt McDowell, Manager  
Contact Phone Number: 772-595-7596  
Contact Email Address: cmcdowel@evansprop.com

\*\*\*\*\*

3. Reference Company Name: South Florida Water Management District  
Date(s) of Service: April 2019  
Project Information (Type of System): Aerating Kossimnee River bed on Optimun Aq lease.  
Primary Reference Contact Name and Title: Justin Nolte, project manager  
Contact Phone Number: 813-362-9814  
Contact Email Address: jnolte@sfwmd.gov

\*\*\*\*\*

4. Reference Company Name: Stolen Saddle Ranch  
Date(s) of Service: 1-10-20 thru 6-11-20  
Project Information (Type of System): Mowing Roads & dikes  
  
Primary Reference Contact Name and Title: Josh Gamblin, Manager  
Contact Phone Number: 770-851-8430  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

6. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "I"**

**LIST OF EQUIPMENT**

In the space below, the Bidder shall list and provide details of all the equipment that will be used to perform necessary roller chopping or mowing tasks.

Equipment	Year Made	Quantity	Details
CASE 9370	1999	3	360 HP, 4WD Articulating Tractor
CASE 335	2010	1	335 HP, 4WD Articulating Tractor
CASE 370	2017	1	370 HP, 4WD Articulating Tractor
John Deere 7410	2002	1	120 HP Tractor, 4WD
John Deere 7420	2006 2007	2	135 HP Tractor, 4WD
John Deere 6150M	2014 2015	2	150 H.P. Tractor, 4WD
Bushhog 3715 mower	2016	2	15ft bat wing mowers
Bushhog 3815 Mower	2017	2	15ft bat-wing Mowers
Land Pride 15	2016	2	15ft bat-wing Mowers
Marden SB10 Roller Chopper	2014	2	5' TALL, 10' wide, New blades



## St. Johns County Board of County Commissioners

Purchasing Division

October 23, 2020

### ADDENDUM #1

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: BID No. 21-10; Countywide Mitigation Conservation Mowing Services**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

### QUESTIONS:

1. The item requested says drum chopping and mowing. These are two different services. Do we provide a quote for each? Each service requires a different machine and skill set. Please clarify services.  
**Answer: The Official County Bid Form has been revised. Bidders will provide a unit rate per acre for mowing services and for roller-chipping services. Pricing must be provided for both mowing and roller-chipping services to be deemed as responsive.**

**The Revised Official County Bid Form MUST be used with the Respondent's Bid Submittal. Failure to use the revised Bid Form may result in the submittal being deemed as non-responsive.**

2. What is the anticipated acreage to be mowed or drum chopped under this agreement?  
**Answer: The anticipated acreage is on an as-needed basis and could range from 100-500 acres every 1-3 years, depending on weather and site conditions and which sites need an alternative to prescribed burning due to surrounding residential areas.**
3. Will multiple contractors be awarded?  
**Answer: 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.**
4. Is there a guaranteed minimum acreage per task order. It may not be economically feasible to mobilize for a "few" acres. Will the contractor be penalized for turning down small acreage task orders?  
**Answer: County staff understands this question. The mowing/chopping is an alternative to the minimum requirement of prescribed burning at 3-5 year intervals. This service is to maintain the understory to a certain density within designated pine flatwoods burn units within the Turnbull ROMA, Moses Creek ROMA or other County-maintained conservation areas (several hundred**

acres). Although some units are as small as 4 acres, the total to be mowed at one time will typically be over 50 acres at any one time based on the units within the ROMA properties. The awarded Contractor will be required to provide the contracted services when issued a Task Order or risk being in default of Contract.

**THE BID DUE DATE REMAINS NOVEMBER 4, 2020 AT 2:00 P.M.**

**Acknowledgment**

*Joseph Austin Lott* 11/3/20  
Signature and Date

Joseph Austin Lott/Partner  
Printed Name/Title

Lott Agri Services, LLC  
Company Name (Print)

**Sincerely,**

*Diana M. Fye*  
Diana M. Fye, AS, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 1**





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

Purchasing Division

October 27, 2020

**ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: BID No. 21-10; Countywide Mitigation Conservation Mowing Services**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

**A. CHANGE TO BID DUE DATE:**

The Bid Due Date is hereby changed to the following:

Submittal Due Date: November 18, 2020 at 2:00 PM

**B. QUESTIONS:**

1. Can we request site visits?

Answer: Site visits have been scheduled for November 2, 2020 beginning at 9:00AM beginning at the Turnbull Creek Regional Offsite Mitigation Area (ROMA). There is no official address for Turnbull Creek ROMA, it is directly East of 4555 State Road 16, FL 32092. Please note this address is a private residential home that is located next to the Turnbull ROMA property – do not turn into the driveway. There is a chain link fence gate and a dirt road that is the main access to the Turnbull ROMA property. Bidders wishing to see the sites must meet no later than 9:00 AM at this location.

The Site Visit Itinerary is as follows:

- (1) Turnbull Creek ROMA, next to 4555 State Road 16, FL 32092
- (2) McCullough Creek ROMA: 2864 CR 13 S, Elkton, FL 32033
- (3) Deep Creek ROMA: 7756 Hub Bailey Rd, Hastings, FL 32145
- (4) Moses Creek: on 206, approximately ½ mile West 206 and US-1. Dirt road with gate.

**THE BID DUE DATE HAS BEEN CHANGED TO NOVEMBER 18, 2020 AT 2:00 P.M.**

**Acknowledgment**

*Joseph Austin Lott* 11-8-20  
Signature and Date

*Joseph Austin Lott / Partner*  
Printed Name/Title

*Lott Agri Services, LLC*  
Company Name (Print)

**Sincerely,**

*Diana M. Fye*  
Diana M. Fye, AS, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

October 27, 2020

### ADDENDUM #2

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
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**Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**Sincerely,**

*Diana M. Fye*

Diana M. Fye, AS, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

October 23, 2020

### ADDENDUM #1

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: BID No. 21-10; Countywide Mitigation Conservation Mowing Services**

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**THE BID DUE DATE REMAINS NOVEMBER 4, 2020 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

*Diana M. Fye*  
Diana M. Fye, AS, CPPB  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**

**BID NO: 21-10**

**OFFICIAL COUNTY BID FORM – REVISED PER ADDENDUM #1  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: COUNTYWIDE MITIGATION CONSERVATION AREA 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: 21-10; Countywide Mitigation Conservation Area 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:

**FOR: COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**Mowing Services: Unit Price Per Acre: \$ \_\_\_\_\_ /acre**

**Roller-Chopping Services: Unit Price Per Acre: \$ \_\_\_\_\_ /acre**

**\*Mowing Services: Total Combined Unit Price Per Acre \$ \_\_\_\_\_ /acre**

**\*(For Purpose of Determination of Bid Award Only: Add the unit prices per acre of Mowing and Roller-Chopping Services for the Total Combined Unit Price Per Acre.)**

Bidder shall insert the Unit Price Per Acre for mowing services, roller-chipping services, and the combined unit price per acre. Any discrepancy between the Total Combined Unit Price Per Acre and individual services unit pricing shall be decided by the individual services unit price per acre recorded above.

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

**Pricing must be provided for both mowing and roller-chopping services to be deemed as responsive.**

The Unit Price Per Acre offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 21-10**

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 One Thousand Dollars (\$1,000.00), 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: 21-10**

**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: \_\_\_\_\_

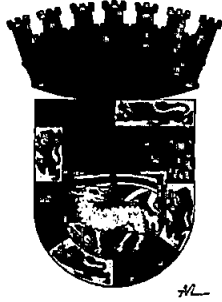
Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

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" – Claims, Liens, Litigation History
  - Attachment "I" – References
  - Attachment "J" – List of Equipment
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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.



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

**BID NO: 21-10**

**COUNTYWIDE MITIGATION CONSERVATION AREA  
MOWING SERVICES**

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

**FINAL: 09/29/2020**

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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” – Claims, Liens, Litigation History

“I” – References

“J” – List of Equipment

Bid Bond

**SPECIFICATIONS**

**EXHIBIT “A” – ROMA MAPS**

**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, November 4, 2020 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-10; Countywide Mitigation Conservation Area 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 required in order to perform land management activities including but not limited to roller chopping or vegetation mowing or under brushing as directed by the St. Johns River Water Management District Memorandum of Agreement (SJRWMD MOA), US Army Corps of Engineers (USACE) Permits, St. Johns County Land Management Plans, and Specifications described herein, and as authorized by Task Order. Consistent with applicable permits, the awarded Contractor shall be required to roller chop or mow on pertinent County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA, and any other County-owned parks or conservation areas located in St. Johns County, Florida. Services also include meeting with agency staff at the requisite sites for ongoing conservation area maintenance and follow-up.

**Minimum Qualifications**

Bidder must be fully licensed to do business in the State of Florida, and upon award must obtain and provide a Local Business Tax Receipt from St. Johns County. Bidder must have the required materials and equipment to perform necessary roller chopping or mowing tasks. Bidder must have experience and knowledge with Florida natural vegetative communities and requirements of State and Federal agency permit conditions. Bidder must have a minimum three (3) years' of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation.

Copies of current licenses and certifications for the Prime Bidder, and proposed Sub-Contractor(s) must be provided with the submitted Bid Proposal.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # 21-10. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the 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 the Designated Point of Contact.

**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). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager 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 four o'clock (4:00PM) on **Wednesday, October 21, 2020**, 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 an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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  
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTRROLLER

BY: \_\_\_\_\_  
Deputy Clerk

**BID NO.: 21-10**

# **FRONT END BID DOCUMENTS**

**BID NO: 21-10**

**INSTRUCTION TO BIDDERS**

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

**PROJECT:** BID NO.: 21-10; Countywide Mitigation Conservation Area 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 if 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, 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). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager 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 Four o'clock (4:00PM) on **Wednesday, October 21, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**ADDENDA**

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPPLICATE** (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: 21-10; Countywide Mitigation Conservation Area 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.

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. 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.

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.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

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.

### **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 One Thousand Dollars (\$1,000.00), 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.
5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

### **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 an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 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.

**Rejection of Bids:** The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. 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.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsible Bidder(s), based upon the lowest Price Bid by item, or by total, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, 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.

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.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

## **QUALIFICATION OF CONTRACTORS**

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

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida, and upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County;
2. Must have the required materials and equipment to perform necessary roller chopping or mowing task(s); and
2. Bidder must have experience and knowledge with Florida natural vegetative communities and requirements of State and Federal agency permit conditions.
3. Must have a minimum three (3) years' of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address.

The County reserves the right to consider additional or alternate projects as proof of qualifications. Each Bidder must submit **Attachment "I" – References**, and **Attachment "J" – Equipment List**.

Proof of qualifications 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 must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of AIA Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **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.

If the Contractor elects to sub-contract with any firm, for any portion of the work under any Task Order, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract.

### **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 three (3) years, **providing satisfactory performance is maintained**. The Contract may be renewed in one (1) two (2) year renewal option if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Manager and SJC "Department" 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.

### **TASK ORDERS**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

#### **a. Maximum Project Costs**

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$200,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$200,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

#### **b. Change Orders**

Any and all changes to any project being performed under a Task Order, which are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. Any change which increases the original contract value by greater than twenty percent (20%) or Fifty Thousand Dollars (\$50,000) (whichever is higher) shall require County Administrator approval. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

## **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, 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.

## **CONTRACTOR SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

### **A. OSHA Requirements:**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

### **B. Compliance with Occupational Safety and Health Act:**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

### **C. Training and Education:**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By

Hazards, and 4) Electrocution Hazards.

**D. Toxic Substances/Federal Hazard Communication “Right To Know and Understand” Regulations:**

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training, in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)**

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

**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**

The Contractor shall invoice the County, for services satisfactorily performed, at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Growth Management, Environmental Division  
ATTN: Ryan Mauch  
4040 Lewis Speedway  
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

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, Task Order
- 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 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 \$2,000,000 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 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 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.

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

### **E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

### **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)**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 21-10**

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

**PROJECT: COUNTYWIDE MITIGATION CONSERVATION AREA 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: 21-10; Countywide Mitigation Conservation Area 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:

**FOR: COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**Mowing Services\*:** Unit Price Per Acre: \$ \_\_\_\_\_ /acre

\*Includes roller-chopping and mowing

\_\_\_\_\_  
Unit Price per Acre (Amount written or typed in words) /100 Dollars

Bidder shall insert the Unit Price Per Acre in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

The Unit Price Per Acre offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 21-10**

- 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 One Thousand Dollars (\$1,000.00), 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: 21-10**

**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" – Claims, Liens, Litigation History
  - Attachment "I" – References
  - Attachment "J" – List of Equipment
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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: 21-10; Countywide Mitigation Conservation Area 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "E"**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 21-10; Countywide Mitigation Conservation Area 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, and 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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 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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "H"**

**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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

**ATTACHMENT "I"**

**REFERENCES**

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

6. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_





**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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  
**COUNTYWIDE MITIGATION CONSERVATION AREA 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.: 21-10**

**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: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA MOWING SERVICES**

### **SPECIFICATIONS**

**LOCATION:** St. Johns County Conservation Lands

#### **SCOPE OF WORK:**

Changes to fire regimes have resulted in excessive shrub growth and declines in the species rich herbaceous ground layer of some of the pine flatwoods communities within the County's Conservation Areas. Prescribed burning and roller chopping during growing (April–October) and dormant (November–March) seasons are management practices promoted to reduce shrub invasion and increase herbaceous plant growth in flatwoods. As an alternative to prescribed burning in any one designated unit within County property, the Contractor shall roller chop, mow, or underbrush designated areas so that vegetative community units are thinned to a desired density as to mimic a winter or summer time prescribed fire within the targeted community or prescribed fire unit.

The Contractor shall be required to roller chop, mow, or underbrush at County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, and McCullough Creek ROMA, and any other County-owned parks or conservation areas located in St. Johns County, Florida as authorized by Task Order. The Contractor shall perform the mitigation activities as directed by County staff, as consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA) and U.S. Army Corps of Engineers (USACE) Permits and St. Johns County Land Management Plans. The Contractor shall perform services consistently with standard land management practices in a manner so as to minimally disturb existing trees, vegetation and areas not included in the mowing, roller chopping or targeted burn unit operations.

The areas to be mowed on are on an as-needed-basis, which may tally to a few to several hundred acres on a periodic or sporadic schedule, depending on the property and site conditions.

#### **Site Preparation- Roller Chopper**

When fire has been absent for an extended period of time, an undesirable, dense growth of shrubs and trees can quickly overtake a natural area, making it less attractive to wildlife and more prone to wildfires that are difficult to control. Roller chopping or mowing this growth before burning or even as an alternative to burning allows for safer, more effective fires or is used in areas where fires cannot be performed due to smoke issues in surrounding developed areas. The roller chopper is designed to knock down and chop up brush and trees up to about 3 inches in diameter. It also will sever some shallow roots. It is very heavy but can be pulled with a prime mover, usually a skidder. The drum can be filled with water for extra weight.

#### **Suitable Site Conditions**

The roller chopper should not be used on sites that are wet because of its weight and the compaction and rutting that can result from the skidder. It can be pulled through light and medium slash. Heavy fresh slash will cause the blades to ride up over the ground and not be as effective in chopping vegetation.

#### **Equipment Specifications**

A roller chopper has grader blades mounted on a large drum approximately 6 feet in diameter and 8 feet wide. It requires a prime mover, either a crawler or a skidder, of 120 hp. or more.

#### **Operational Techniques**

Roller chopping might be considered as a way to control brush competition instead of herbicides or prescribed fire. Effectiveness is dependent on timing. Roller chopping should be scheduled as soon after leaf flush as ground conditions allow. The theory is that chopping following leaf flush will kill the aerial stems and have reduced re-sprouting due to root reserves being depleted by the initial spring flush of leaves. Shallow surface roots will also be disturbed. A single pass can do a good job on standing pine regeneration. Sometimes a second pass is helpful to smash slash and brush closer to the

ground and to create a bit more soil disturbance. Soil disturbance and exposed mineral soil is minimal with roller chopping, compared to patch or disk trench scarification.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies, and supervision necessary to remove and haul away all exotic species present in any areas of the ROMA or other County-owned parks or conservation area sites.

Services also include required assessment, documentation of areas mowed and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

**Reporting**

The Contractor shall provide a report for all areas of the site that have been roller chopped or mowed within the designated areas of any County-owned ROMA, Conservation Area, or Park upon completion. The report must include a map of the area mowed and pictures of the remaining trees and vegetation within mowed areas to ensure that the Contractor did not improperly disturb any areas of the designated timber thinning area(s).

The Contractor shall provide monthly reports of all services conducted within each the month they are accomplished at a minimum. Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections, if needed.

**EXHIBIT "A"**  
**ROMA MAPS**



Map created with St. Johns County's iMap

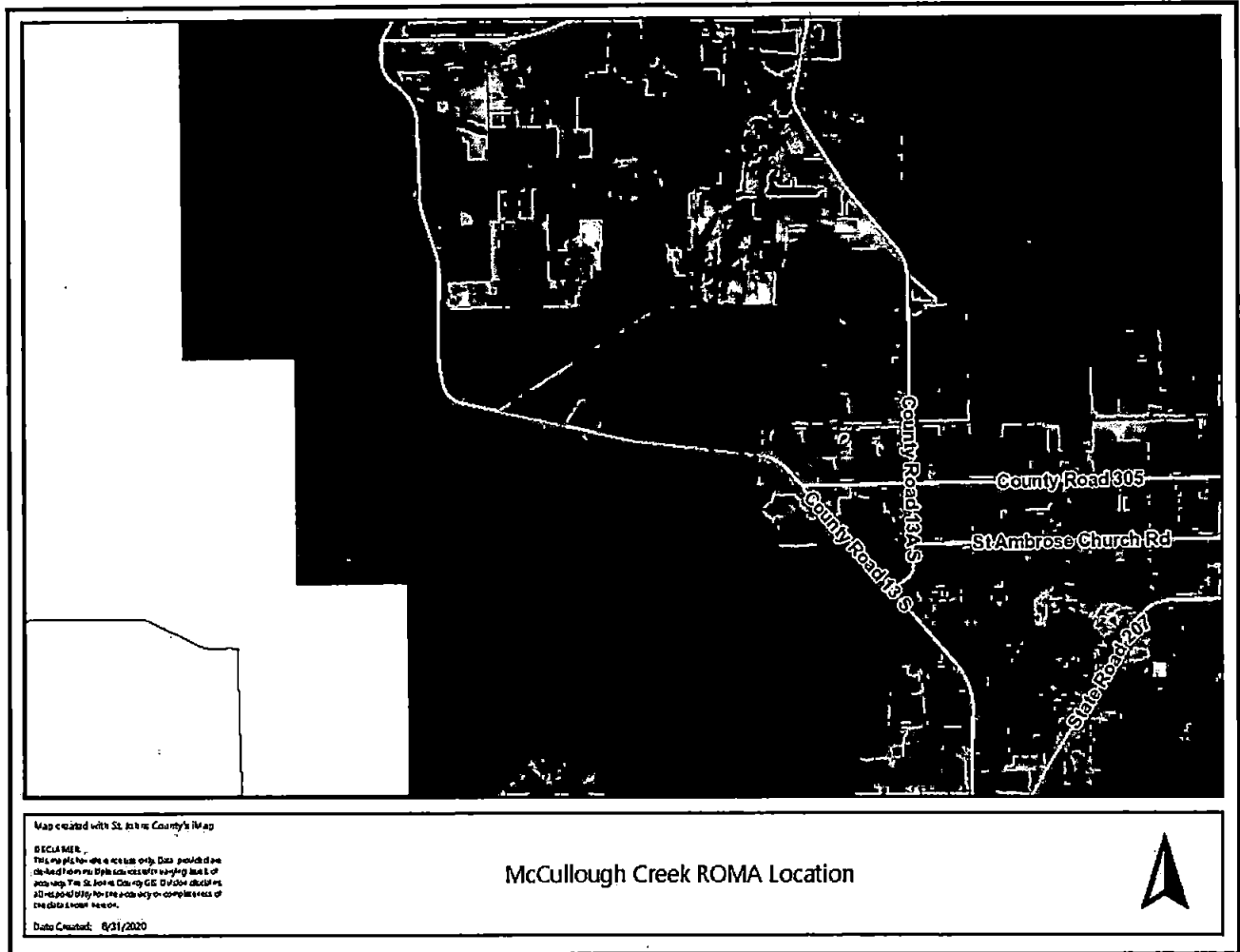
**DISCLAIMER**  
 This map is for reference only. Data provided are derived from multiple sources having level of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

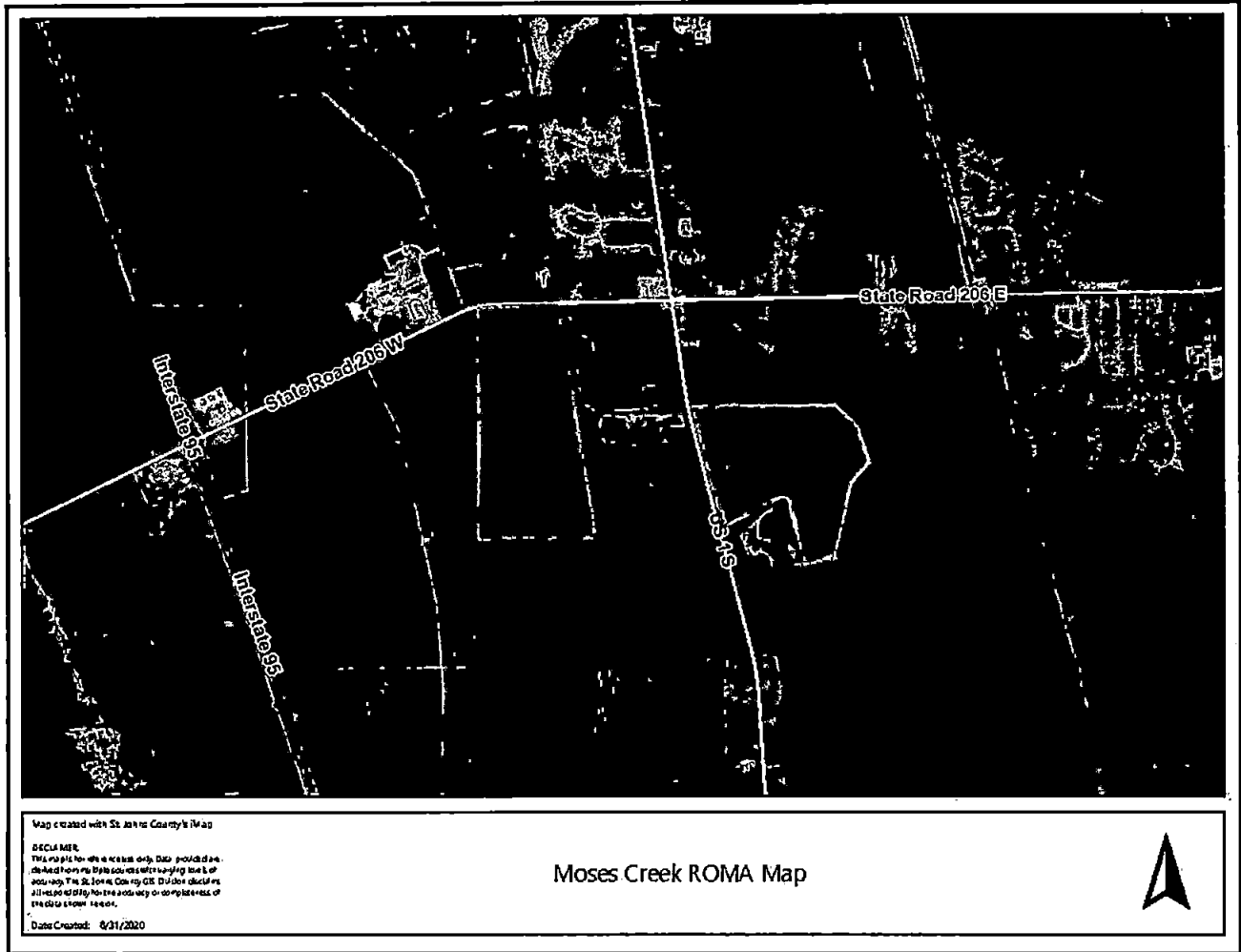
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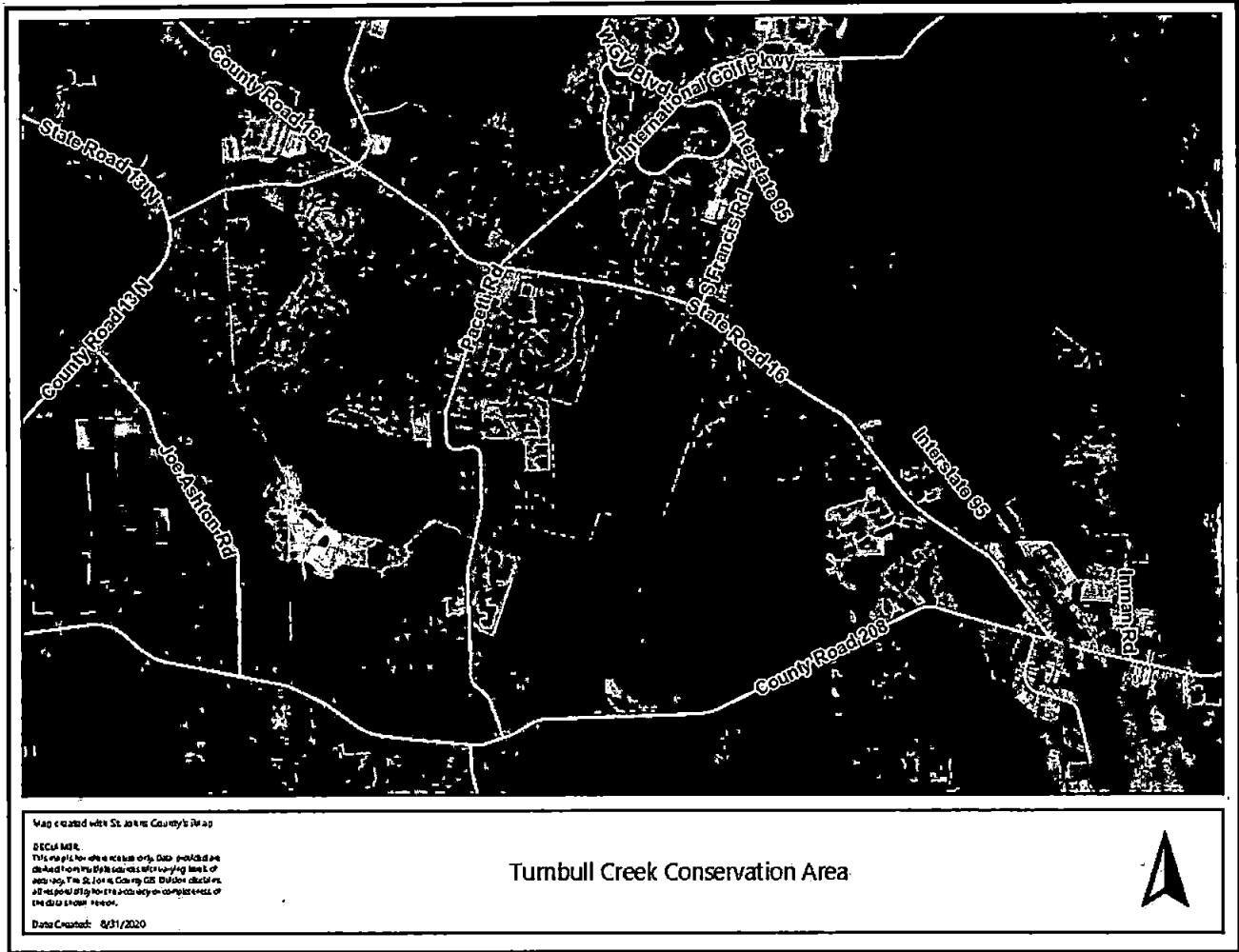
### Deep Creek ROMA












**SEALED BID MAILING LABEL**

**BID NO: 21-10; COUNTYWIDE MITIGATION CONSERVATION AREA 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: 21-10</b>
<b>BID TITLE:</b>	<b>Countywide Mitigation Conservation Area Mowing Services</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00PM – November 4, 2020</b>
<b>SUBMITTED BY:</b>	Company Name
	Company Address
	Company Address
<b>DELIVER TO:</b>	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**