

RESOLUTION NO. 2021 - 70

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT WITH VERDEGO, LLC AS THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER UNDER BID NO: 21-08 LAWN MAINTENANCE ST JOHNS COUNTY SITES.

RECITALS

WHEREAS, the County desires to enter into a contract with VerdeGo, LLC, to provide lawn maintenance services for the Utility and Facilities Management Department sites located throughout the County; and

WHEREAS, the scope of services includes provision of any and all materials, equipment, transportation and labor necessary to mow grass areas, edge/weed-eat around buildings, sidewalks, fixtures, landscaping, fencing, ponds and trees located at the facilities and properties included in the bid according to the bid requirements and specifications; and

WHEREAS, through the County's formal Bid process VerdeGo, LLC, was determined to be the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above. The County entered into an interim agreement with VerdeGo, to determine whether or not there services were satisfactory before awarding a full term agreement. Based on monitoring by the User Departments, the firm's performance is satisfactory; and

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

WHEREAS, the project will be funded by both the SJC Utility Department and the Facilities Management Department. Facilities Management requires a budget amendment in order to fund the services for FY 2021 due to expenses incurred for remedial services at unmanaged sites, and will include in the budgeting process necessary funds for future years.

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. Upon Board approval, the County Administrator, or designee, is hereby authorized to award Bid 21-08; Lawn Maintenance St Johns County Sites to VerdeGo, LLC, as the lowest, responsive, responsible bidder.

Section 3. Upon Board approval, 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 perform the services as specifically provided in Bid 21-08.

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 16th day of February, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

**ATTEST: CLERK OF THE CIRCUIT COURT
& COMPTROLLER:** Brandon Patty, Clerk

By: Sam Hatterum
Deputy Clerk

RENDITION DATE 2/18/21





St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 20, 2021

RE: Bid No: 21-08: Lawn Maintenance St Johns County Facilities

Please be advised that the St. Johns County Purchasing Department is issuing this Notice of Intent to Award a contract to VerdeGo, LLC, as the lowest, responsive, responsible bidder for the completion of Bid No: 21-08: Lawn Maintenance St Johns County Facilities. This notice will remain posted until 12:00 PM, Monday, January 25, 2021.

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 and execute a contract.

Please forward all questions or inquiries related to this project to David E. Pyle, CPPB, Procurement Coordinator, at dpyle@sjcfl.us.

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



County Representative Signature

Date: 1/20/21

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



CONTRACT AGREEMENT
Bid 21-08 Lawn Maintenance St Johns County Facilities
Master Contract #: 21-MCC-VER-13147

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2021, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **VerdeGo, LLC** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 3335 N. State Street, Bunnell, FL 32110; Phone: (386) 437-3122; Fax: (386) 437-6883 and Email: bgenovese@verdego.com.

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

ARTICLE 1 – DURATION

This Agreement shall become effective upon signature by both parties, for an initial contract period of seven (7) calendar months (March 1, 2021 through September 30, 2021) and may be extended in one (1) year increments for a maximum of four (4) one-year extensions to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits/attachments thereto; all Specifications; this Agreement and duly executed amendments, addenda, and/or exhibits hereto; any and all Change Orders; the Contractor's Payment and Performance Bond and Certificate of Insurance.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement shall be to provide any and all materials, equipment, transportation and labor necessary to mow grass areas, edge/weed-eat around building, sidewalks, fixtures, landscaping, fencing, ponds and trees located at the facilities and properties as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid 21-08 and as otherwise provided in the Contract Documents.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor an amount not to exceed two hundred thirty nine thousand six hundred thirty nine dollars (\$239,639.00) for the seven month initial contract period (March 1, 2021 through September 30, 2021) and three hundred thirty five thousand, one hundred thirty two dollars (\$335,132.00) for each additional calendar year, according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Specifications, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of the required services as provided in the Specifications, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Specifications, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County unless otherwise agreed by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices shall be delivered to:

SJC Facilities Maintenance
Attn: Diane Boone
2416 Dobbs Road
St. Augustine, FL 32086

SJC Utility Department
Attn: Kathy Kelshaw
1205 State Road 16
St. Augustine, FL 32084

- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive 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 five (5) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the 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. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.

4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

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

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

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

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

ARTICLE 11 – SUBCONTRACTING

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

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

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

ARTICLE 12 – 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 hired to perform 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 hired to perform any portion of the services required under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

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

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

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

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

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

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

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

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

ARTICLE 16 – PERFORMANCE BOND

The Contractor shall furnish a Performance Bond to the Owner. Such Bond shall set forth a penal sum in an amount not less than the Total Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Performance Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by both parties, the amount of the bond shall also be so adjusted. The Performance Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner, as provided in the Contract documents.

ARTICLE 17 - INDEMNIFICATION

The Contractor shall indemnify, defend 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 18 – 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 19 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 20 – 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 21 – CONFLICT OF INTEREST

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

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

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

ARTICLE 22 – EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 23 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 24 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 25 – CONTINGENT FEES

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

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

ARTICLE 26 – ACCESS AND AUDITS

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

ARTICLE 27– 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 28 – 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 29 – 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 30 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 31 – AUTHORITY TO PRACTICE

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

ARTICLE 32 – 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 33 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 34 - FLORIDA LAW & VENUE

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

ARTICLE 35 - 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 36 - 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 Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

VerdeGo, LLC
Attn: William Genovese
3335 N. State Street,
Bunnell, FL 32110

ARTICLE 37 - 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 38 - PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

ARTICLE 39 – USE OF COUNTY LOGO

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

ARTICLE 40 – SURVIVAL

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

ARTICLE 41 – AUTHORITY TO EXECUTE

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

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

Bid 21-08: Lawn Maintenance St Johns County Facilities
Master Contract #: 21-MCC-VER-13147

COUNTY:

CONTRACTOR:

St. Johns County, FL
Full Legal Name

VerdeGo, LLC
Company Name

By: _____
Signature of County Representative

By: _____
Signature of Contractor Representative

Leigh A. Daniels, CPPB
Printed Name - County Representative

Printed Name & Title

Purchasing Manager
Printed Title – County Representative

Date of Execution

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

Exhibit "A" (con't)
Unit Pricing

Utilities - Section #1: North Area Sites						
Item#	Site	Address	Unit Price	Exhibit "B" Map Locations	Frequency	Annual Price
1.	Aro Drive Utility Complex	2100, 2104, 2108 Aro Drive	\$171.00	North #2	X20	\$3,420.00
2.	Bartram Oaks WTP	412-1 Treaty Oak Lane	\$57.00	North #3	X20	\$1,140.00
3.	Bartram Oaks WWTP	608 Majestic Oak Parkway	\$57.00	North #4	X20	\$1,140.00
4.	Inlet Beach WTP	801 Palmara Drive	\$85.50	North #7	X20	\$1,710.00
5.	Inlet Beach WWTP	805 Palmara Drive	\$85.50	North #8	X20	\$1,710.00
6.	Marsh Landing WTP	25570 Marsh Landing Pkwy	\$57.00	North #9	X20	\$1,140.00
7.	Marsh Landing WWTP	166-A Marsh Cove Drive	\$28.50	North #10	X20	\$570.00
8.	NEWTP	328 Van Gogh Circle	\$171.00	North #11	X20	\$3,420.00
9.	NE Lift Station	3309 International Golf Pkwy	\$57.00	North #12	X20	\$1,140.00
10.	NWWTP	3309 International Golf Pkwy	\$42.75	North #14	X20	\$855.00
11.	NWWWTP	3450 International Golf Parkway	\$42.75	North #16	X20	\$855.00
12.	Plantation WTP	105 Tabby Lane	\$57.00	North #18	X20	\$1,140.00
13.	Players Club WWTP	5260 Palm Valley Road	\$57.00	North #17	X20	\$1,140.00
14.	Sawgrass WTP & WWTP	10042 Sawgrass Drive W	\$57.00	North #18	X20	\$1,140.00
15.	Turnbull Reuse Booster Station	4465 State Road 16	\$57.00	North #20	X20	\$1,140.00
16.	Fruit Cove WWTP	179 Fruit Cove Drive	\$57.00	North #5	X 12	\$684.00
17.	Harmony Village Utilities	788 Harmony Drive	\$57.00	North #8	X 12	\$684.00
18.	NW Well Sites (4 Total)	3309 International Golf Parkway	\$57.00	North #13	X 12	\$684.00
19.	SR 16 Elevated Tank	3295 Parker Drive	\$57.00	North #19	X 12	\$684.00
20.	Aro Drive Undeveloped Property	Corner of Aro Dr & Inman Rd	\$57.00	North #1	X6	\$342.00
Total Price Section #1: North Sites:						\$24,168.00

\$24,168.00

**Exhibit "A" (cont)
Unit Pricing**

Utilities - Section #2: South Area Sites						
Item #	Site	Address	Unit Price	Exhibit "B" Map Locations	Frequency	Annual Price
21.	Utility Administration Office	1205 State Rd. 16	\$228.00	South #16	X34	\$7,752.00
22.	16 Street Lift Station	583 16 th Street@ Micker Blvd	\$28.50	South #1	X20	\$570.00
23.	AIA South Booster Station	8221 AIA South	\$28.50	South #2	X20	\$570.00
24.	Anastasia Island WWTP	850 W 16 th Street	\$85.50	South #3	X20	\$1,710.00
25.	CR 214 Mainland WTP	2160 Water Plant Road	\$57.00	South #4	X20	\$1,140.00
26.	Cypress Links LIR Station	5376 Cypress Links Blvd	\$28.50	South #6	X20	\$570.00
27.	Hastings WTP	102 S. Dancy Ave.	\$85.50	South #7	X20	\$1,710.00
28.	Hastings WWTP	900 N. Main St.	\$85.50	South #8	X20	\$1,710.00
29.	Magnolia Booster Station	4498-1 AIA S @Magnolia	\$28.50	South #9	X20	\$570.00
30.	Shores Booster Station	208 Shore Drive	\$28.50	South #10	X20	\$570.00
31.	Shores Unit #2	492 Domenico Circle	\$28.50	South #12	X20	\$570.00
32.	SR 18 WWTP (Exhibit "D" Area Map)	3000 Industry Center Road	\$171.00	South #13	X20	\$3,420.00
33.	SR 207 Master Lift Station	1015 State Road 207	\$28.50	South #14	X20	\$570.00
34.	SR207 WWTP	4428 Golf Ridge Drive	\$85.50	South #15	X20	\$1,710.00
35.	CR214 Well Sites (7 total)	2160 Water Plant Road	\$57.00	South #5	X12	\$684.00
36.	Shores Unit #1	771 Alhambra Avenue	\$85.50	South #11	X6	\$513.00
Total Price Section #2: South Sites:						\$24,339.00

Exhibit "A" (con't)
Unit Pricing

Facilities Management Areas: Section #3					
Item#	Site	Address	Unit Price	Frequency	Annual Price
1.	Judicial Complex	- 4010 Lewis Speedway			
		- 4010 B Lewis Speedway			
		- 4030 Lewis Speedway			
		- 4040 Lewis Speedway	\$1,026.00	X34	\$34,884.00
2.	Administration Bldg	- 500 San Sebastian View	\$ 684.00	X34	\$23,256.00
3.	Health & Human Services Bldg/HHS	- 200 San Sebastian View	\$ 912.00	X34	\$31,008.00
4.	Fire Administration	3657 Gained Rd	\$142.50	X34	\$ 4,845.00
5.	Emergency Operations Center	100 EOC Dr	\$228.00	X34	\$ 7,752.00
6.	Vilano Town Center	Vilano Road leading to the Pier	\$456.00	X34	\$ 15,504.00
7.	Agricultural Center/Wind Mitigation Building	3125 Agricultural Center Dr	\$ 798.00	X34	\$ 27,132.00
8.	W. King Street	Rodriguez to Holmes	\$ 57.00	X34	\$ 1,938.00
9.	San Sebastian View	Lewis Speedway south to US Hwy 1	\$199.50	X34	\$ 6,783.00
10.	Ponte Vedra Concert Hall & Cornerstone Frontage	1050 A1A North	\$285.00	X34	\$ 9,690.00
Total Price Section #3					\$162,792.00

Exhibit "A" (con't)
Unit Pricing

Facilities Management Areas: Section #4					
Item#	Site	Address	Unit Price	Frequency	Annual Price
11.	Jullington Creek Annex	726 Flora Branch Blvd	\$171.00	X34	\$5,814.00
12.	Pet Center	130 N Stratton Rd	\$114.00	X34	\$3,876.00
13.	Ponte Vedra Library/Fire Station #10	101 Library Blvd	\$427.50	X34	\$14,535.00
14.	Bartram Trall Library	60 Davis Pond Blvd	\$342.00	X34	\$11,628.00
15.	Fire Station #1	130 Canal Blvd	\$57.00	X34	\$1,938.00
16.	Fire Station #2	1120 Sheffield Rd	\$57.00	X34	\$1,938.00
17.	Fire Station #3	6010 SR 13 N	\$57.00	X34	\$1,938.00
18.	Fire Station #9	2988 South Ponte Vedra Dr	\$57.00	X34	\$1,938.00
19.	Fire Station #15	220 Pine Island	\$57.00	X34	\$1,938.00
20.	Fire Station #16	236 Murabella Pkwy	\$57.00	X34	\$1,938.00
21.	Fire Station #17	10001 Cartwheel Bay Ave.	\$57.00	X34	\$1,938.00
22.	Fire Station #18	1056 Crosswater Pkwy	\$57.00	X34	\$1,938.00
23.	Fire Station #19	205 Veterans Parkway	\$57.00	X34	\$1,938.00
24.	Players Center/Club	Ponte Vedra	\$228.00	X34	\$7,752.00
26.	Tower - Sampson	10005 Cartwheel Bay Ave	\$28.00	X12	\$336.00
28.	Tower - 12 Mile	236 N Stratton Rd	\$28.00	X12	\$336.00
27.	Tower - Onion Patch	1762 Borrow Pit Rd	\$28.00	X12	\$336.00
			Total Price Section #4		\$62,055.00

Exhibit "A" (con't)
Unit Pricing

Facilities Management Areas: Section #5					
Item#	Site	Address	Unit Price	Frequency	Annual Price
28.	Main Library	1880 N Ponce De Leon Blvd	\$ 285.00	X34	\$ 9,690.00
29.	Hastings Library/Town Hall	6185 S Main St	\$ 228.00	X34	\$ 7,752.00
30.	SE Annex/SE Branch Library	6658/6670 US 1 South	\$ 342.00	X34	\$ 11,628.00
31.	Fire Station #4	3400 CR 208	\$ 57.00	X34	\$ 1,938.00
32.	Fire Station #5	3360 US 1 South	\$ 57.00	X34	\$ 1,938.00
33.	Fire Station #6	6885 AIA South	\$ 57.00	X34	\$ 1,938.00
34.	Fire Station #7	370 AIA Beach Blvd	\$ 57.00	X34	\$ 1,938.00
35.	Fire Station #8	7885 Morrison Rd	\$ 57.00	X34	\$ 1,938.00
36.	Fire Station #14	1265 W King St	\$ 57.00	X34	\$ 1,938.00
37.	Fire Station #13	988 CR 13 S	\$ 57.00	X26	\$ 1,482.00
38.	Facilities Management	2416 Dobbs Rd	\$ 228.00	X26	\$ 5,928.00
39.	Old Animal Control	4655 CR 208	\$ 114.00	X26	\$ 2,964.00
40.	Shell Regain	303 McClung Ave	\$ 57.00	X26	\$ 1,482.00
41.	Amphitheatre	1340C AIA South	\$ 114.00	X26	\$ 2,964.00
42.	Wishing Well	Across from 1315 Old Beach Rd	\$ 28.50	X12	\$ 342.00
43.	Tower - Armstrong	6245 SR 207	\$ 28.50	X12	\$ 342.00
44.	Tower - Ag Center	3057 Agricultural Center Dr	\$ 28.50	X12	\$ 342.00
45.	Tower - Old Moultrie	1655 Old Moultrie Rd	\$ 28.50	X12	\$ 342.00
46.	Tower - Bakersville	6885 CR 208	\$ 28.50	X12	\$ 342.00
47.	Tower - Watson Rd	5125 Crescent Technical Ct	\$ 28.50	X12	\$ 342.00
48.	Tower - Flagler Estates	6885 Light Ave	\$ 28.50	X12	\$ 342.00
49.	Tower - Faver Dykes	8355 US 1 South	\$ 28.50	X12	\$ 342.00
50.	Old Hastings Jail	107E Cochran Avenue	\$ 28.50	X12	\$ 342.00
51.	Hastings Empty Lot	401 N. Main ST	\$ 28.50	X12	\$ 342.00
Total Price Section #5					\$ 58,928.00

From: Billy Genovese
To: David Reid; Frank Kerton
Subject: RE: External Email - RE: Need site added to mow contract
Date: Tuesday, November 24, 2020 3:02:53 PM
Attachments: [image001.png](#)
[image001.png](#)
[image001.png](#)
[image001.png](#)

Good Afternoon,

I reviewed the site this morning and it is extremely overgrown. Below is the breakdown of pricing with a one time clean up mow. We will need to bring in special mowers cut it down to a maintainable height moving forward.

One Time Clean Up: \$450

Regular Monthly Maintenance: \$142 per cut x 20 cuts = \$2,840

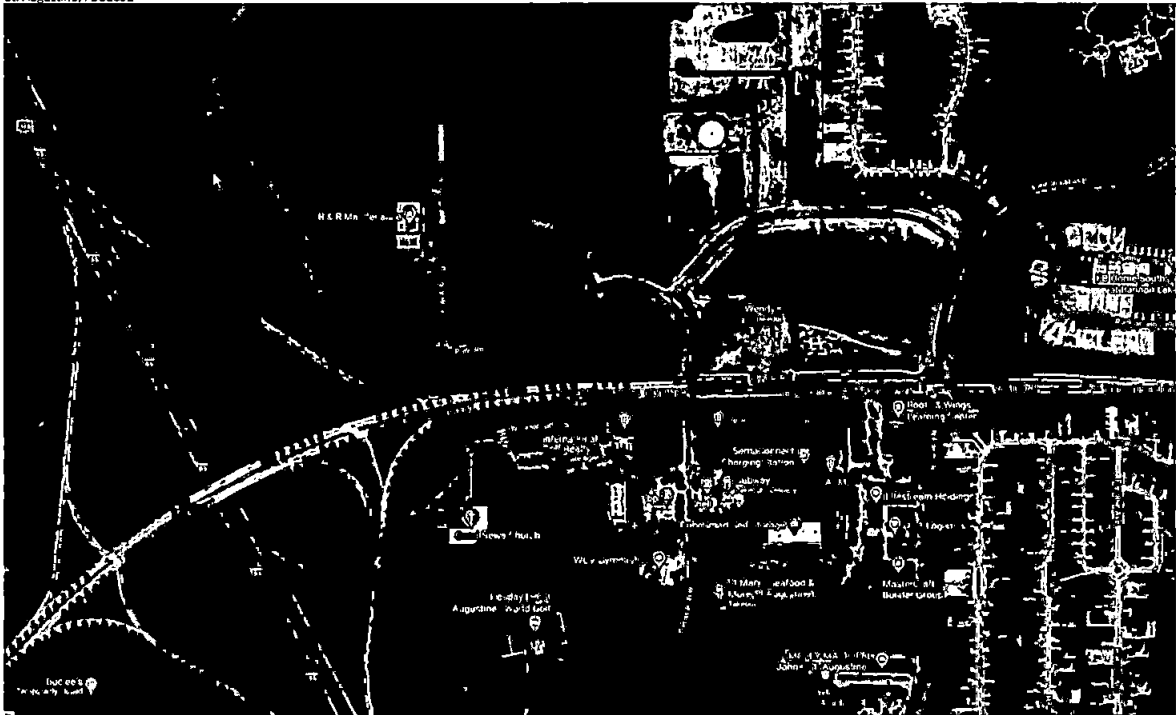
Please let me know if this is approved and I will schedule to knock down mow. Thanks and I hope you both have a Happy Thanksgiving.

Billy Genovese | Director of Business Development
VerdeGo Landscape
Cell: 386-225-0203

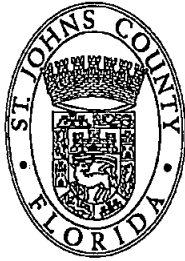


David – I need to add this site listed below to the mowing contract, ideally for the 90 day contract as it wasn't on our existing contract and the grass is pretty high.

Bannon Lakes Reuse Site,
200 Duran Dr.
St. Augustine, FL 32092



This site should be grouped with the Section 1 sites for Utilities as it is in the North part of the County. Let me know if you have any questions.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Frank Kenton/Katie Diaz
FROM: David E. Pyle; Procurement Coordinator
SUBJECT: Bid No. 21-08; Lawn Maintenance St Johns County Sites
DATE: January 15, 2021

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

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

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

Department Head Approval C 2 K H
Date 1/20/21
Budget Amount see below
Account Funding Title Contractual Services
Funding Charge Code see below
Award to Verdego
Award Amount \$51,347

4409-53120	\$9,500
4411-53120	\$28,000
4413-53120	\$1,590
4415-53120	\$53,000
4416-53120	\$12,500
4471-53120	\$8,000
4473-53120	\$11,000



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Frank Kenton/Katie Diaz
FROM: David E. Pyle; Procurement Coordinator
SUBJECT: Bid No. 21-08; Lawn Maintenance St Johns County Sites
DATE: January 29, 2021

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

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

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

Department Head Approval *Katie Diaz*

Date 1/29/21

Budget Amount \$226,100

Account Funding Title Contractual Services

Funding Charge Code 0031-03120

Award to VerdeGo

Award Amount \$204,078

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE LAWN MAINTENANCE ST JOHNS COUNTY SITES

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

OPENED BY
TABULATED BY
VERIFIED BY

DAVID E. PYLE
Diana Fre
DAVID E. PYLE

BID NUMBER 21-08

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME October 7, 2020 2:00 PM

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

POSTING DATE/TIME FROM 10/08/20 UNTIL 10/13/20
4:00 PM 4:00 PM

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

BIDDERS	TOTAL ANNUAL PRICE BID	EXHIBIT "A"	BID BOND	ATTACHMENTS "A - I"			
NO MOW PROBLEMS	\$343,210.00	yes	yes	yes			
YELLOWSTONE LANDSCAPE - SOUTHEAST LLC	\$350,545.00	yes	yes	yes			
GREEN WAY	\$348,000.00	yes	yes	yes			
SOUTHLAND SPECIALITIES, INC.	\$544,138.00	yes	yes	yes			
VERDEGO, LLC	\$332,652.00	yes	yes	yes			
SKYFROG LANDSCAPE, LLC	\$654,349.00	yes	yes	yes			

BID AWARD DATE - _____