

RESOLUTION NO. 2024-506

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO: 1974 COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES TO FLORIDA WATERWAYS, INC., AS THE RESPONSIVE AND RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH THE IFB.

RECITALS

**WHEREAS** there are ponds and waterways located throughout the County which require aquatic maintenance and inspections on an annual basis. These services are performed through a multi-year contract, and the current contract is expiring, requiring a new solicitation for the required services; and

**WHEREAS**, the awarded contractor must provide any and all equipment, materials, chemicals, tools, transportation, labor and all other items necessary to perform monthly inspections to ensure the best maintenance practices are achieved and proper prevention and maintenance for the SJC ponds and/or waterways, while preserving necessary and beneficial native plants and grasses and the guidelines set by the Florida Fish & Wildlife Conservation Commission, Florida Statutes, Florida Administrative Code, Florida Department of Environmental Protection, and any and all other regulatory agencies are followed.

**WHEREAS**, through the County's Formal Invitation for Bids, only one Bid was received from Florida Waterways, Inc., which was deemed to be responsive and responsible to perform the services, at an Annual Price of \$64,760.88 for each year through the Initial Term, with CPI increases possible for the optional renewal terms; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the contract (attached hereto, and incorporated herein) and finds that entering into a contract for this service serves a public purpose.

**WHEREAS** the contract will be funded by the various County Departments, as budgeted each Fiscal Year.

**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 IFB No. 1974, Countywide Aquatic Maintenance and Inspection Services to Florida Waterways, Inc., as the responsive and 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 attached for performance of the services as specifically provided in Bid No. 1974.

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 day of 19th November, 2024.

Rendition Date NOV 19 2024

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

By: [Signature]  
Krista Joseph, Chairman

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

By: [Signature]  
Deputy Clerk



GENERAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 25-GSA-FLO-20419

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This General Services Agreement (“Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Florida Waterways, Inc.**, (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 3832-010 Baymeadows Road, PMB 379, Jacksonville, FL 32217, Phone: (904) 801-5253, and E-mail: [Jim@FloridaPond.com](mailto:Jim@FloridaPond.com) for **BID NO.: 1974; Countywide Aquatic Maintenance and Inspection Services.**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement
- b) This Fully Executed General Services Agreement and all Exhibits and/or Attachment hereto:
  - i. Exhibit A – Contract Pricing
  - ii. Exhibit B – Scope of Services
  - iii. Exhibit C - Department Contact List for Invoicing and Payments
- c) Notice to Proceed
- d) IFB Documents and Bid Forms with all addenda thereto for IFB No. 1974.
- e) Insurance furnished by Contractor

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of the Contract. No terms, conditions, limitations or exclusions in Contractor’s proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order listed above in Section 1.1.1 (“Order of Precedence”). Additionally, the main body of this Contract shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County’s Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County’s Representative by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County’s Representative shall render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest to the County Representative’s rendered determination within fourteen (14) calendar days of receipt thereof. Contractor’s protest shall be submitted to the County’s Purchasing Director, and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative’s rendered determination within fourteen (14) calendar days shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise. The County’s Director of Purchasing & Contracts shall consider the Contractor’s protest and render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the County’s Purchasing Director’s decision, Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County, Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Contractor shall have the right to keep one record set of the Contract Documents upon completion

of the Services; provided, however, that in no event shall Contractor and/or Contractor's sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

## **1.2 Definitions**

Terms used within this Contract shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Contract shall govern over definitions of terms provided in the SJC Purchasing Policy.

1.2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect throughout the duration of this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Agreement.

1.2.3 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Contract Price: The total of the Monthly Prices provided in **Exhibit "A"** this Contract, multiplied by twelve months, and all As Needed Services performed as identified in the Contract Documents shall constitute the Contract Price, as may be amended as provided herein. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Services.

1.2.6 County Representative: The County employee assigned as the Project Manager to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

1.2.7 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.8 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Services is performed.

1.2.9 Services: The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Contract.

1.2.10 Subcontractor: Any entity or individual engaged by Contractor to provide Services to the County for which Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract.

## **1.3 Independent Contractor**

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Services under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Services in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

## **ARTICLE II THE SERVICES**

## **2.1 Scope of Services**

2.1.1 Contractor shall provide all Services as set forth in the Contract Documents, including **Exhibit "B"** herein, including all necessary, incidental, and related activities required for full and complete performance of this Contract (the "Services").

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Services, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Services or property at a Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Services require by Florida Statute, Contractor shall use only appropriately licensed, registered and/or certified personnel to perform the Services.

## **2.2 Payment of Costs**

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Services.

## **2.3 Cleaning the Jobsite**

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Services and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Contractor shall remove all waste, rubbish and debris created during the performance of the Services from any and all work areas, as well as all tools, appliances, equipment, temporary utilities, machinery and surplus materials.

## **2.4 Access to Sites**

The County and/or County Representatives, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) throughout the duration of this Contract, and Contractor shall not unreasonably withhold or restrict access to any Jobsite at any time during this Contract.

## **2.5 Utilities**

If required in order to perform the Services, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities necessary to perform the Services.

## **2.6 Taxes**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

## **2.7 Publicity and Advertising**

2.7.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.7.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or

reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

## **2.8 County Furnished Items**

2.8.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for the Services.

2.8.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor.

## **ARTICLE III AGREEMENT TERM AND SCHEDULE**

### **3.1 Term**

3.1.1 This Contract shall become effective upon the date of execution by all parties, shall remain in effect for a period of three (3) calendar years (“Initial Term”) and may be renewed, for up to two (2) one (1) calendar year periods, (“Renewal Periods”), provided there is a continued need for the Services, the Contractor has maintained satisfactory performance of the Services, and availability of lawfully appropriated funds for this purpose. Renewal Periods may be exercised by the County in whole or in part, as needed, to serve the best interests of the County.

3.1.2 This Contract may be extended beyond the Initial Term and exercised Renewal Periods, for a period up to six (6) calendar months in order to prevent a gap in Services during the procurement of a new Contract. While this Agreement may be renewed, or extended as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend 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

### **3.2 Schedule**

3.2.1 Contractor shall perform the Services within the time periods specified by the County’s Representative all Services. Contractor’s Services, or portion thereof, shall commence upon receipt of written direction by the County’s Representative. The written directions may be in the form of an e-mail, or in a letter.

### **3.3 Force Majeure**

3.3.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by Force Majeure or other similar causes which are not reasonably foreseeable and are beyond the Contractor’s control so long as the Contractor’s delay is not caused by the Contractor’s own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or “act of God” that is in any manner related to the scope of Services or services, or any other performance by the Contractor that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable at the time this Contract was executed.

3.3.2 In order to claim delay pursuant to this “Force Majeure” provision, the Contractor shall notify the County in writing within ten (10) business days after the beginning of any such cause that would delay its performance under this Contract.

3.3.3 If the Contractor’s performance is delayed pursuant to this “Force Majeure” provision for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any Services performed and validated (if required for payment hereunder) prior to the date of the County’s termination of the Contract.

3.3.4 If the Contractor’s performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County’s right to terminate for convenience.

### **3.4 Time is of the Essence**



Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

## ARTICLE IV CONTRACT PRICE AND PAYMENT

### 4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Services by Contractor, the County shall pay to Contractor in accordance with the Contract Pricing as stated in **Exhibit "A"**, in accordance with the Contract Documents (hereinafter the "Contract Price").

4.1.2 Annual prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.1.2.1 The awarded Contractor may request pricing adjustments to be considered by the County upon renewal of the Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of three (3) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to "make-up" for the previous years.

4.1.2.2 The County is under no obligation to accept or approve any requested pricing adjustment, whether or not it is supported by the Consumer Price Index (CPI). Additionally, the County may elect, and the Contractor agrees, to negotiate any requested price adjustment submitted. Any approved pricing adjustment will be implemented through a Contract Amendment.

4.1.2.3 In addition, any changes in contract pricing are subject to the availability of lawfully appropriated funds but the availability of such funds does not obligate the County to accept any requested price adjustment.

### 4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for determining all quantities of Services to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Services where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Services under this Contract, nor be a waiver by the County of any of the terms contained herein.

### 4.3 Progress Payments

4.3.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative, as stated in **Exhibit "C"**, in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80

of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Purchasing Director shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

#### **4.4 Application for Payment**

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Services satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Services, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services has progressed to the level for which payment is requested, that the Services has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

#### **4.5 Withheld Payment**

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages

- or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Services and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Services in accordance with the Contract Documents;
- g) Defective or nonconforming Services is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

## **ARTICLE V CONTRACTOR RESPONSIBILITIES**

### **5.1 Performance**

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Services at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Services. If Contractor performs any portion of the Services where Contractor knows or should know such Services involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Services strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to a Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Services.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Services using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Services on behalf of Contractor.

5.1.6 Contractor and the Services must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **5.2 Authorized Representative**

Prior to commencing Services, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized

Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

### **5.3 Environmental, Safety and Health**

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Services to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Services, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Services.

#### 5.3.3 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.

5.3.4 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 services 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.

5.3.5 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.

### **5.4 Final Payment**

5.5.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

## **ARTICLE VI COUNTY REPRESENTATIVE**

### **6.1 County Representative Responsibilities**

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.3 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.4 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor's expense.

6.1.5 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.6 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## **ARTICLE VII CHANGES IN THE SERVICES**

### **7.1 General**

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Services within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Services, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

### **7.2 Acceptance of Change Orders**

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

### **7.3 Notice to Sureties**

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

## **ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES**

### **8.1 Right to Stop Services**

If the Services is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Services in such a way that the completed Services will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

### **8.2 County May Accept Defective or Nonconforming Services**

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient

to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Services.

## **ARTICLE IX CONTRACT DISPUTES/CLAIMS**

### **9.1 Contract Claims**

9.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

9.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Multiple Departments.

9.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

9.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

9.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Services and maintain effective progress to complete the Services within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

9.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

9.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

9.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

## **ARTICLE X CONTRACT SUSPENSION AND TERMINATION**

## **10.1 Suspension**

The County may, by written notice, order Contractor to suspend, delay or interrupt Services, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

## **10.2 Termination**

10.2.1 The County may by written notice to Contractor terminate the Services under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

10.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Services, Services in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed Services.

10.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Services is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Services under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Services after termination.

10.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Contract. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination and take over and prosecute the Services as needed to prevent damages to the Service areas. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in performance of the Services.

10.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Services and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all Services. Contractor shall not be paid for any Services performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.6 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall take all reasonable steps necessary to perform the Services, in order to prevent damages to the service areas, and the Contractor's performance bond shall be applied against any costs incurred by the County to perform the Services or prevent damages.

10.2.7 If the costs incurred by the County to perform the Services, upon the County's termination of this Agreement due to the default of the Contractor, exceed the amount of the performance bond (\$50,000.00), the Contractor shall pay to the County any such amounts in excess of the performance bond. This obligation for payment shall survive the termination of the Contract.

10.2.8 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including

adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

## **ARTICLE XI WARRANTY AND INDEMNITY**

### **11.1 Warranty**

11.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Services under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, re-application in order to comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including any re-applications, necessary to correct any nonconforming Services, and/or emergence of any weeds or pests, shall be the sole responsibility of Contractor.

11.1.3 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.1.4 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Services and any service areas damaged by such Services or the correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.1.5 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Services by the County, or bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.6 No adjustment in the Contract Term or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services.

11.1.7 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

### **11.2 Indemnity**

11.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

11.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers'



compensation acts, disability benefits acts or other employee benefit acts.

11.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

### **11.3 Disclaimer of Consequential Damages**

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

## **ARTICLE XII INSURANCE**

### **12.1 Contractor's Insurance Requirements**

12.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Services shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until expiration or earlier termination of this Contract.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

### **12.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

### **12.3 Workers Compensation & Employer's Liability**

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

### **12.4 Commercial General Liability**

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor, or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **12.5 Commercial Automobile Liability**

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **12.6 Other Requirements**

The required insurance limits identified in Sections 12.4 and 12.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **ARTICLE XIII MISCELLANEOUS**

### **13.1 Examination of Contractor's Records**

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **13.2 Backcharges**

Upon the County's notification to undertake or complete unperformed Services such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Services), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Services in an agreed time; the County may perform such Backcharge Services by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Services. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Services shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Services as if it were its own.

### **13.3 Applicable Law**

Contractor and the Services must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **13.4 Governing Law & Venue**

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

### **13.5 Assignment**

Contractor shall not assign the Services or this Contract, in whole or in part, without the prior written consent of the County. Contractor shall be responsible for all Services performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

### **13.6 Severability**

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **13.7 Section Headings**

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

### **13.8 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

### **13.9 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

### **13.10 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

### **13.11 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery

of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

### **13.12 Entire Contract**

This Contract, together with the Contract Documents for the Services, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

### **13.13 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

### **13.14 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

### **13.15 Equal Employment Opportunity**

During the performance of this Contract, Contractor agrees as follows:

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

13.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **13.16 Public Records**

13.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Services.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

### **13.17 Anti-Bribery**

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

### **13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

13.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

13.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

### **13.19 Independent Contractor**

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Services under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract, or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Services in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### **13.20 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh Daniels  
Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

Florida Waterways, Inc.  
3832-010 Baymeadows Road, PMB 379  
Jacksonville, FL 32217  
Attn: Jim Schwartz, President  
Email Address: [Jim@FloridaPond.com](mailto:Jim@FloridaPond.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [BCCAttorney@sjcfl.us](mailto:BCCAttorney@sjcfl.us)

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

**County**

**St. Johns County** \_\_\_\_\_ (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Contractor**

**Florida Waterways, Inc.** \_\_\_\_\_ (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Circuit Court and Comptroller**

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)





FORM 2

**CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Contract No.:</b>	<b>Contractor Name:</b>
<b>Project (Jobsite) Address:</b>	<b>Contractor Address:</b>
	<b>Contractor License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

*None*

Signed this \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Company Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**

**BID NO.: 1974; Countywide Aquatic Maintenance and Inspection Services  
General Services Agreement No: 25-GSA-FLO-20419**

**EXHIBIT "A"**

**CONTRACT PRICING**

<b>DEPARTMENT PONDS</b>	<b>ADDRESS</b>	<b>AREA (ACRES)</b>	<b>PERIMETER (LF)</b>	<b>MONTHLY PRICE</b>	<b>ANNUAL PRICE</b>
<b>ANIMAL CONTROL PONDS</b>					
Animal Control Pet Center	130 N. Stratton Road, St. Augustine, FL 32095	0.86	248	\$26.50	\$318.00
<b>BUILDING OPERATIONS PONDS</b>					
Administration Building (West of San Sebastian.)	500 San Sebastian View, St. Augustine, FL 32084	0.68	727	\$38.15	\$457.80
Administration Building (West of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.41	535	\$28.89	\$346.68
Administration Building (East of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.71	916	\$28.89	\$346.68
Judicial Center (West of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.56	982	\$65.40	\$784.80
Judicial Center (East of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.58	1169	\$70.85	\$850.20
Southeast Courthouse Annex (East of Annex Bldg.)	6658 US 1 South, St. Augustine, FL32086	0.18	443	\$28.89	\$346.68
Health & Human Services	200 San Sebastian View, St. Augustine Fl. 32084	1.05	775	\$43.60	\$523.20
<b>FIRE RESCUE</b>					
Fire Rescue Administration (Northwest of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	668	\$38.15	\$457.80
Fire Rescue Administration (Northeast of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	667	\$38.15	\$457.80
Fire Station #1	130 Canal Blvd., Ponte Vedra Beach, FL 32082	0.28	467	\$32.70	\$392.40
Fire Station #2	1120 Sheffield Road, St. Johns, FL 32259	0.22	423	\$32.70	\$392.40
Fire Station #3	6010 State Road 13N, St. Augustine, FL 32092	0.24	417	\$32.70	\$392.40
Fire Station #4	3400 County Road 208, St. Augustine, FL 32092	0.21	684	\$32.70	\$392.40
Fire Station #8	7985 Morrison Road, Hastings, FL 32145	0.24	383	\$32.70	\$392.40

Fire Station #10	155 Library Blvd., Ponte Vedra Beach, FL 32082	0.18	588	\$32.70	\$392.40
Fire Station #11	4435 Cypress Links Blvd Elkton, FL 32033	1.35	955	\$32.70	\$392.40
Fire Station #14	1255 West King Street, St. Augustine, FL 32084	0.12	280	\$32.70	\$392.40
Fire Station #15	220 Pine Island Road, St. Augustine, FL 32095	0.20	429	\$32.70	\$392.40
Fire Station #19	205 Veterans Parkway, St. Johns, FL 32259	0.34	640	\$32.70	\$392.40
<b>LIBRARIES</b>					
Southeast Branch Library (West of Library Bldg.)	6670 US 1 South, St. Augustine, FL 32086	0.50	574	\$32.70	\$392.40
<b>PARKS AND RECREATIONS</b>					
Aberdeen Park (Northeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.7	775	\$43.60	\$523.20
Aberdeen Park (Southeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.25	330	\$32.70	\$392.40
Agricultural Center	3125 Agriculture Center Drive, St. Augustine, FL 32092	6.30	1971	\$185.30	\$2,223.60
St. Augustine Little League	1470 Osceola Elementary Rd., St. Augustine, FL 32084	2.47	1481	\$76.30	\$915.60
Crossroads Trailhead Park	3743 SR 207, Elkton, FL 32033	0.41	540	\$32.70	\$392.40
Davis Park (N Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.80	889	\$32.70	\$392.40
Davis Park (S Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	2.28	1636	\$70.85	\$850.20
Davis Park (Turf Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.40	614	\$32.70	\$392.40
Davis Park (Dispersion Swales (5))	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.13	5775	\$49.05	\$588.60
Davis Park (Stormwater Maintenance Facility-SWMF#1) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.07	220	\$28.89	\$346.68
Davis Park (Stormwater Maintenance Facility-SWMF#2) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190	\$28.89	\$346.68
Davis Park (Stormwater Maintenance Facility-SWMF#3) Softball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.06	215	\$28.89	\$346.68

Davis Park (Stormwater Maintenance Facility-SWMF#4) Football	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190	\$28.89	\$346.68
Davis Park (Stormwater Maintenance Facility-SWMF#5) Soccer	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.16	0.337	\$28.89	\$346.68
Davis Park (Dry Ponds by Fields along Davis Park Boulevard)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.14	325	\$55.00	\$660.00
Equestrian Center (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.05	912	\$43.60	\$523.20
Equestrian Center (Mid Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.77	845	\$38.15	\$457.80
Equestrian Center (Back Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.15	870	\$43.60	\$523.20
Equestrian Center (East of Smith Rd., South of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.39	528	\$38.15	\$457.80
Bird Island Park	101 Library Blvd., Ponte Vedra Beach, FL 32082	2.15	1455	\$70.85	\$850.20
Beluthahatchee Park	1523 SR 13 N, St. Johns, FL 32259	0.52	567	\$38.15	\$457.80
Mill Creek Park	125 Winners Way, St. Augustine FL 32092	0.93	880	\$65.00	\$780.00
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	1.00	1,300	\$43.60	\$523.20
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	0.25	330	\$32.70	\$392.40
Nocatee Community Park (North Pond)	650 Nocatee Center Way, Ponte Vedra, FL 32081	1.94	1547	\$49.05	\$588.60
Nocatee Community Park (South Pond)	707 Nocatee Center Way, Ponte Vedra, FL 32081	0.56	650	\$32.70	\$392.40
Rivertown Park (North Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.93	1066	\$43.60	\$523.20
Rivertown Park (South Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.41	569	\$32.70	\$392.40
Rivertown Field 2	21 Sequoia Creek Trail, St. Johns, FL 32259	1.60+	1785	\$92.65	\$1,111.80
Twin Creeks Park (East side of Lakeside Academy) (West side of Intersection at Twin Creeks Drive and Trophey Lake Drive)	0 County Road 210 West, St. Augustine, FL 32092	6.20	273600	\$38.15	\$457.80
Veterans Park (Southwest Football Field)	318 Veterans Park Row, St. Johns, FL 32259	1.01	1065	\$38.15	\$457.80
Veterans Park (North Veterans Park Row)	150 Veterans Park Row, St. Johns, FL 32259	0.67	682	\$32.70	\$392.40

Veterans Park (West Veterans Pkwy)	150 Veterans Park Row, St. Johns, FL 32259	0.97	841	\$38.15	\$457.80
Golf Course Pond #2 (East of Cypress Links Blvd., North of Onion Creek Ct.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.90	773	\$32.70	\$392.40
Golf Course Pond #3 (East of Cypress Links Blvd., South of #4601 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.44	588	\$32.70	\$392.40
Golf Course Pond #4 (East of Cypress Links Blvd., South of #4609 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.30	446	\$32.70	\$392.40
Golf Course Pond #5 (West of Golf Ridge Dr., Runs Length of Golf Course)	4900 Cypress Links Blvd., Elkton, FL 32033	14.42	9,721	\$299.75	\$3,597.00
Golf Course Pond #6 (East of Golf Ridge Dr., Between #4468 & #4480)	4900 Cypress Links Blvd., Elkton, FL 32033	1.09	1,101	\$43.60	\$523.20
Golf Course Pond #7 (West of Cypress Links Blvd. Between #5402 & 5354)	4900 Cypress Links Blvd., Elkton, FL 32033	2.10	2,006	\$65.40	\$784.80
Golf Course Pond #8 (East of Cypress Links Blvd., East of Clubhouse, West of Pond #7)	4900 Cypress Links Blvd., Elkton, FL 32033	1.24	1,478	\$54.50	\$654.00
Golf Course Pond #9 (West of Cypress Links Blvd., Between #5350 & #5344)	4900 Cypress Links Blvd., Elkton, FL 32033	0.59	720	\$32.70	\$392.40
Golf Course Pond #10 (East of Cypress Links Blvd., North of over Creek Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	8.64	3,283	\$109.00	\$1,308.00
Golf Course Pond #11 (N of Southern Loop of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	11.24	6,567	\$185.30	\$2,223.60
Golf Course Pond #12 (Southeast of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	5.94	2,750	\$87.20	\$1,046.40
Golf Course Pond #13 (South of Cypress Links Blvd., West of Pond #12)	4900 Cypress Links Blvd., Elkton, FL 32033	0.50	663	\$87.20	\$1,046.40
Golf Course Pond #14 (East of Cypress Estates Dr., West of Pond #13)	4900 Cypress Links Blvd., Elkton, FL 32033	4.71	2,697	\$32.70	\$392.40
Golf Course Pond #15 (West of Cypress Estates Dr., Southwest of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.94	1,217	\$43.60	\$523.20
Golf Course Pond #17 (East of Cypress Links Blvd., North of Palmetto Bay Dr.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.23	400	\$32.70	\$392.40
Golf Course Pond #18 (East of Cypress Links Blvd., Between #4924 to #4966)	4900 Cypress Links Blvd., Elkton, FL 32033	0.33	972	\$32.70	\$392.40
Golf Course Pond #19 (North of Golf Course Maintenance Building 4845 Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.35	480	\$32.70	\$392.40

Golf Course Pond #20 (East of Cypress Links Blvd., and South of Golf Ridge Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	2.62	1,783.20	\$70.85	\$850.20
<b>ROAD &amp; BRIDGE</b>					
141 Knowlton Street	St. Augustine, FL 32084	1.45	1430	\$43.60	\$523.20
605 Duval Street	St. Augustine, FL 32084	0.35	530	\$32.70	\$392.40
Duval Street between West 15th and 16th	St. Augustine, FL 32084	0.38	550	\$32.70	\$392.40
El Dorado Way Pond (Between El Dorado Way and Miraloma Lane)	Ponte Vedra, FL 32082	0.65+	648	\$60.00	\$720.00
Lake Contera (West of Contera Drive)	Contera Dr S St. Augustine, FL 32080	1.37	1213	\$87.20	\$1,046.40
RP 73 (Mickler & Palm Valley Road, Roundabout - East)	Ponte Vedra, FL 32082	0.31+	548	\$60.00	\$720.00
RP 74 (Mickler & Palm Valley Road Roundabout - West)	Ponte Vedra, FL 32082	0.49+	705	\$60.00	\$720.00
RP 60 (Roberts Road, behind 1341 Roberts Road)	Ponte Vedra, FL 32082	0.93+	994	\$60.00	\$720.00
Rio Del Mar Street (Between #122 & #124)	Rio Del Mar St (Between 122 and 124) St. Augustine, FL	0.09	256	\$28.89	\$346.68
San Rafael Court (East of 1504 San Rafael Court)	San Rafael CT (East of 1505)	0.12	267	\$43.60	\$523.20
St. Johns Avenue & West 2nd Street	St. Augustine, FL 32084	0.27	450	\$32.70	\$392.40
St. Johns Avenue between West 2nd and 3rd Street	St. Augustine, FL 32084	0.15	440	\$32.70	\$392.40
St. Johns Avenue between West 3rd and 4th Street	St. Augustine, FL 32084	0.34	630	\$32.70	\$392.40
St. Johns Avenue between West 7th and 8th Street	St. Augustine, FL 32084	0.37	540	\$32.70	\$392.40
St. Johns Avenue & West 12th Street	St. Augustine, FL 32084	0.37	540	\$32.70	\$392.40
Pond #63 of Madeore Street in West Augustine	633 Madeore Street, St. Augustine, FL 32084	0.88	744	\$43.60	\$523.20
<b>SHERIFF'S OFFICE</b>					
Sheriff's Department-Sheriff's Beach Operations	525 Old Beach Road, St. Augustine, FL 32080	0.25	382	\$4,360.00	\$523.20
Criminal Justice Facility (North of Lewis Speedway, West of Jail)	3955 Lewis Speedway, St. Augustine FL 32084	2.90	1850	\$98.10	\$1,177.20
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	4.75	1788	\$163.50	\$1,962.00
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	1.71	1250	\$81.75	\$981.00

Emergency Communications & Training Facility, Fleet Building (Guard Shack Pond)	900 Law Enforcement Way St Augustine Fl 32084	0.20	400	\$32.70	\$392.40
<b>UTILITIES PONDS</b>					
Administration Building (Stormwater Pond)	1205 State Road 16, St. Augustine, FL 32084	0.25	535	\$43.60	\$523.20
Anastasia Island WWTP (North Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	325	\$28.89	\$346.68
Anastasia Island WWTP (Southeast Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	322	\$28.89	\$346.68
CR 214 WTP (Stormwater Pond)	2160 Water Plant Road, St. Augustine, FL 32084	0.82	1471	\$65.40	\$784.80
Hastings WWTP	819 N. Main Street, Hastings, FL 32145	0.34	541	\$43.60	\$523.20
Maintenance Complex (Stormwater Pond)	2100 Arc Drive, St. Augustine, FL 32084	1.98	2195	\$125.35	\$1,504.20
Marsh Landing WWTP (North Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	1.92	1637	\$65.40	\$784.80
Marsh Landing WWTP (South Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	2.13	1280	\$65.40	\$784.80
Northwest WRF (Northeast Stormwater Pond)	3450 International Golf Parkway, St. Augustine, FL 32092	0.81	759	\$43.60	\$523.20
Players Club WWTF (Stormwater Pond)	5250 Palm Valley Road, Ponte Vedra Beach, FL 32082	1.07	1050	\$76.30	\$915.60
SR 16 WWTP (Stormwater Pond)	3000 Industry Center Drive, St. Augustine, FL 32084	0.35	622	\$32.70	\$392.40

**\$64,760.88**

SPECIES	SIZE	PRICE PER 1,000
Triploid Grass Carp	10-12" Fish	\$9,000.00
Bluegill	1-2" Fish	\$650.00
Shellcracker	1-2" Fish	\$650.00
Crappie	1-3" Fish	\$1,250.00
Florida Largemouth Bass	1-2" Fish	\$3,500.00
Tilapia	1-2" Fish	\$650.00
Channel Catfish	2-3" Fish	\$900.00



**BID NO.: 1974; Countywide Aquatic Maintenance and Inspection Services  
General Services Agreement No: 25-GSA-FLO-20419**

**EXHIBIT “B”**

**SCOPE OF SERVICES**

**Definitions**

**Invasive Plants:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

**Submersed Plants:** Plants that grow with their roots, stems, and leaves completely under the surface of water

**Emerald Plants:** Plants that are rooted in shallow water that have most of their vegetative growth above water (aka emergent)

**Floating Aquatic Plants:** Plants that are not rooted in the soil, but are free-floating and are moved around by wind and water currents

**Certified Applicator:** A person who has demonstrated, through an examination process, the ability to safely handle and apply restricted-use pesticides

**PDMP (Pesticide Discharge Management Plan):** Demonstrates integrated pest management strategies, and documents steps taken to reduce pesticide discharges to water of the state

**Restricted-Use Pesticides:** highly hazardous pesticides that can only be possessed or used by applicators who are certified or licensed

The Services shall require the awarded Contractor to perform monthly inspections of the specified Pond(s) and specified water bodies located throughout St. Johns County, FL, as well as the maintenance and/or control of the aquatic plants, grasses and algae located in these waterway(s) on a monthly basis and specified water bodies on an “as needed” basis determined by a County Representative. The Contractor shall be responsible for providing any and all materials, equipment, transportation, supplies, herbicides, and labor necessary to perform the Services, which shall include, application of dyes or water shading, herbicides and algaecides for the treatment and maintenance of noxious, exotic, and native and non-native aquatic plants, weeds, algae, and grasses while preserving necessary and beneficial native plants and grasses as specified herein.

**Services**

It shall be the responsibility of the Contractor to maintain and/or control any and all plants, vegetation and algae in accordance with the protocols, requirements, restrictions, and guidelines of the Florida Fish & Wildlife Conservation Commission, Florida Statutes, Florida Administrative Code, Florida Department of Environmental Protection, and any and all other regulatory agencies having jurisdiction.

The Contractor shall be responsible for performing monthly inspections on all County site locations to determine the progress of the aquatic maintenance services, and to ensure that best maintenance practices are achieving desired results. If treatment is required, the Contractor shall perform the treatment necessary to maintain/control the aquatic plants present in each site location as needed to ensure the proper function of the pond.

The Contractor shall perform any and all inspections and maintenance/control (treatment) services between the hours of 8:00am and 5:00pm, Monday through Friday, unless specifically instructed by the appropriate, authorized County Representative to perform the services at an alternate time due to public functions, or increased risk of exposure to treatment chemicals to the public. The County Representative shall notify the Contractor, in writing, of any change to the time frame for inspections or maintenance/treatment no less than three (3) consecutive calendar days prior to the scheduled inspection and/or treatment services.

The Contractor shall perform the required maintenance services consistent with approved water management practices for the control of noxious, exotic, and native and non-native aquatic plants, weeds, algae, and grasses while preserving necessary and beneficial native plants and grasses. Examples of the plants and vegetation that shall be maintained and/or controlled by the Contractor include but are not limited to duckweed, water lettuce, hydrilla, naiad, water hyacinth, bladderwort, cattails, torpedo grass, woody brush, broadleaf weeds, and algae.

The Contractor shall be responsible for submitting reports to each individual department with all specified issues encountered with treatment and/or maintenance of each pond and/or waterway.

The Contractor shall perform maintenance and/or treatment services up to eight feet (8') from the water line of each pond, wherever the water line sits due to rain, drought, etc. Or, if any pond is fenced, the Contractor shall perform maintenance and/or treatment services to the entire area within the fence line around the pond.

The Contractor shall utilize herbicides, pesticides, and/or manual removal techniques to properly maintain the aquatic plants, grasses, and algae in the site locations throughout the County. It shall be the responsibility of the Contractor to use the best maintenance practices that suit each site location based on the needs and growth of each location.

The Contractor shall be responsible for ensuring that beneficial vegetation remains in the County's ponds to maintain a balanced ecological system.

### **Fish Stocking**

The SJC Recreation Department currently has fish stocked in the pond(s) at Treaty Park and Bird Island Park. These ponds are stocked for the purposes of recreational, catch and release fishing. The County may request fish stocking at any ponds included herein. The Contractor shall stock ponds with fish, including, but not limited to bass, bream, grass carp, catfish, and tilapia upon request from the respective St. Johns County Department Representative. Pricing for fish stocking shall be provided upon request from the County and shall be in the format of price per one thousand (1,000). If and when the Contractor is requested to stock fish at any County Pond location, the Contractor shall be required to stock the pond at the best possible conditions to ensure viability of the fish being stocked. The Contractor shall not be responsible for predation of the fish stocked in the pond.

### **Herbicides, Pesticides & Chemicals**

Chemicals used in the performance of the required services shall be approved for such use in the State of Florida by FDEP, and any other regulatory agency having jurisdiction. The Contractor shall be responsible for the proper application of any and all restricted-use pesticides utilized for maintenance of aquatic plants, grasses, and algae under this Contract. It shall be the responsibility of the Contractor to ensure that such applications are performed so as to protect the surrounding environment, non-target organisms, and the public. The Contractor shall employ appropriate means to prevent or reduce drift in accordance with FDEP Herbicide Use Guidelines, practices regarding dissolved oxygen (DO) levels, and shall measure and record wind velocities during any application.

All chemicals utilized by the Contractor for services under this contract shall be in strict accordance with the EPA Label. The Contractor shall be solely liable for any penalty, fines, or damages resulting from the misuse of any chemical, herbicide, or pesticide.

The Contractor shall be required to dispose of any and all herbicide and adjuvant containers in accordance with any and all local, state, and federal codes, rules, laws, and guidelines. The Contractor shall be solely responsible for any and all penalties, fines, or damages resulting from improper disposal of any herbicide, pesticide or chemical utilized under this Contract.

### **Posting of Signs**

The Contractor shall be responsible for posting any and all signs necessary to warn the public of any and all applications and/or treatments that are being performed or have been performed at any County site location.

The Contractor shall only remove any and all posted signs when the potential harm or risk from exposure to any and all chemicals used at the site has dissipated. Even though a majority of our ponds are fenced and locked with no public access, the contract shall be responsible for the posted signs removal to ensure the signs do not become debris.

### **Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name

and contact telephone number. All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

**Testing & Reporting**

The Contractor shall perform testing for the determination of dissolved oxygen (DO) levels prior to any application of chemicals or treatment of any pond and/or waterway to ensure safe treatment. The Contractor shall notify the appropriate County Representative if the dissolved oxygen (DO) level is below five (5) parts per million for any County site location and shall provide recommendation as to whether treatment services should be postponed until DO reaches levels sufficient to ensure safe treatment.

Additionally, the Contractor shall perform water chemistry and bacteriological analyses on a semi-annual basis (once every six (6) months, at a minimum) to ensure successful treatment of the ponds and/or waterway.

The Contractor shall be required to provide report(s) of any and all testing and analyses performed on any and all County site locations within one (1) week of obtaining the results of testing and/or analyses performed. The Contractor shall provide the report(s) to the appropriate representative from the Department responsible for the specific pond and/or waterway.

The Contractor shall be required to provide reports to the appropriate County Department Representatives at the end of each month describing any and all services performed, the amount(s) of herbicides, pesticides and chemicals utilized, the number of acres of each type of plant, vegetation and algae treated, dissolved oxygen (DO) level testing results, wind data measurements, and any other relevant data or requested information.

**Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

The Contractor shall be solely responsible for damages caused to any containers provided under this contract resulting from fire, vandalism, or other causes, other than normal wear and tear, on the first occasion where damages are caused. The Contractor and the County shall equally share the responsibility for any and all subsequent damages caused to any containers resulting from fire, vandalism, or other causes, other than normal wear and tear, upon submittal of an invoice and police report to the County by the Contractor.

**County Locations**

The Contractor shall be responsible for performing aquatic maintenance services at all locations stated herein. The County reserves the right to add and/or delete locations, change the service frequency of any locations, and/or change the requirements of the maintenance for any locations, at any time throughout the duration of the contract. Any such changes shall be accomplished by Contract Amendment, signed by both Parties.

<b>DEPARTMENT PONDS AND LOCATIONS</b>	<b>ADDRESS</b>	<b>AREA (ACRE S)</b>	<b>PERIMETE R (LF)</b>
<b>ANIMAL CONTROL PONDS</b>			
Animal Control Pet Center	130 N. Stratton Road, St. Augustine, FL 32095	0.86	248
<b>BUILDING OPERATIONS PONDS</b>			
Administration Building (West of San Sebastian)	500 San Sebastian View, St. Augustine, FL 32084	0.68	727

Administration Building (West of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.41	535
Administration Building (East of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.71	916
Judicial Center (West of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.56	982
Judicial Center (East of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.58	1169
Southeast Courthouse Annex (East of Annex Bldg.)	6658 US 1 South, St. Augustine, FL32086	0.18	443
Health & Human Services	200 San Sebastian View, St. Augustine Fl. 32084	1.05	775
<b>FIRE RESCUE</b>			
Fire Rescue Administration (Northwest of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	668
Fire Resue Administration (Northeast of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	667
Fire Station #1	130 Canal Blvd., Ponte Vedra Beach, FL 32082	0.28	467
Fire Station #2	1120 Sheffield Road, St. Johns, FL 32259	0.22	423
Fire Station #3	6010 State Road 13N, St. Augustine, FL 32092	0.24	417
Fire Station #4	3400 County Road 208, St. Augustine, FL 32092	0.21	684
Fire Station #8	7985 Morrison Road, Hastings, FL 32145	0.24	383
Fire Station #10	155 Library Blvd., Ponte Vedra Beach, FL 32082	0.18	588
Fire Station #11	4435 Cypress Links Blvd Elkton, Florida 32033	1.35	955
Fire Station #14	1255 West King Street, St. Augustine, FL 32084	0.12	280
Fire Station #15	220 Pine Island Road, St. Augustine, FL 32095	0.20	429
Fire Station #19	205 Veterans Parkway, St. Johns, FL 32259	0.34	640
<b>LIBRARIES</b>			
Southeast Branch Library (West of Library Bldg.)	6670 US 1 South, St. Augustine, FL 32086	0.50	574
<b>PARKS AND RECREATIONS</b>			
Aberdeen Park (Northeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.7	775
Aberdeen Park (Southeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.25	330
Agricultural Center	3125 Agriculture Center Drive, St. Augustine, FL 32092	6.30	1971
St. Augustine Little League	1470 Osceola Elementary Rd., St. Augustine, FL 32084	2.47	1481
Crossroads Trailhead Park	3743 SR 207, Elkton, FL 32033	0.41	540
Davis Park (N Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.80	889
Davis Park (S Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	2.28	1636
Davis Park (Turf Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.40	614
Davis Park (Dispersion Swales (5))	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.13	5775

Davis Park (Stormwater Maintenance Facility-SWMF#1) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.07	220
Davis Park (Stormwater Maintenance Facility-SWMF#2) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190
Davis Park (Stormwater Maintenance Facility-SWMF#3) Softball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.06	215
Davis Park (Stormwater Maintenance Facility-SWMF#4) Football	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190
Davis Park (Stormwater Maintenance Facility-SWMF#5) Soccer	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.16	0.337
Davis Park (Dry Ponds by Fields along Davis Park Boulevard)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.14	325
Equestrian Center (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.05	912
Equestrian Center (Mid Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.77	845
Equestrian Center (Back Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.15	870
Equestrian Center (East of Smith Rd., South of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.39	528
Bird Island Park	101 Library Blvd., Ponte Vedra Beach, FL 32082	2.15	1455
Beluthahatchee Park	1523 SR 13 N, St. Johns, FL 32259	0.52	567
Mill Creek Park	125 Winners Way, St. Augustine, FL 32092	0.93	880
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	1.00	1,300
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	0.25	330
Nocatee Community Park (North Pond)	650 Nocatee Center Way, Ponte Vedra, FL 32081	1.94	1547
Nocatee Community Park (South Pond)	707 Nocatee Center Way, Ponte Vedra, FL 32081	0.56	650
Rivertown Park (North Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.93	1066
Rivertown Park (South Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.41	569
Rivertown Field 2	21 Sequoia Creek Trail, St. Johns, FL 32259	1.60+	1785
Twin Creeks Park (East side of Lakeside Academy) (West side of Intersection at Twin Creeks Drive and Trophy Lake Drive)	0 County Road 210 West, St. Augustine, FL 32092	6.20	273600
Veterans Park (Southwest Football Field)	318 Veterans Park Row, St. Johns, FL 32259	1.01	1065
Veterans Park (North Veterans Park Row)	150 Veterans Park Row, St. Johns, FL 32259	0.67	682
Veterans Park (West Veterans Pkwy)	150 Veterans Park Row, St. Johns, FL 32259	0.97	841
Golf Course Pond #2 (East of Cypress Links Blvd., North of Onion Creek Ct.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.90	773
Golf Course Pond #3 (East of Cypress Links Blvd., South of #4601 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.44	588
Golf Course Pond #4 (East of Cypress Links Blvd., South of #4609 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.30	446
Golf Course Pond #5 (West of Golf Ridge Dr., Runs Length of Golf Course)	4900 Cypress Links Blvd., Elkton, FL 32033	14.42	9,721
Golf Course Pond #6 (East of Golf Ridge Dr., Between #4468 & #4480)	4900 Cypress Links Blvd., Elkton, FL 32033	1.09	1,101
Golf Course Pond #7 (West of Cypress Links Blvd. Between #5402 & 5354)	4900 Cypress Links Blvd., Elkton, FL 32033	2.10	2,006
Golf Course Pond #8 (East of Cypress Links Blvd., East of Clubhouse, West of Pond #7)	4900 Cypress Links Blvd., Elkton, FL 32033	1.24	1,478

Golf Course Pond #9 (West of Cypress Links Blvd., Between #5350 & #5344)	4900 Cypress Links Blvd., Elkton, FL 32033	0.59	720
Golf Course Pond #10 (East of Cypress Links Blvd., North of over Creek Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	8.64	3,283
Golf Course Pond #11 (N of Southern Loop of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	11.24	6,567
Golf Course Pond #12 (Southeast of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	5.94	2,750
Golf Course Pond #13 (South of Cypress Links Blvd., West of Pond #12)	4900 Cypress Links Blvd., Elkton, FL 32033	0.50	663
Golf Course Pond #14 (East of Cypress Estates Dr., West of Pond #13)	4900 Cypress Links Blvd., Elkton, FL 32033	4.71	2,697
Golf Course Pond #15 (West of Cypress Estates Dr., Southwest of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.94	1,217
Golf Course Pond #17 (East of Cypress Links Blvd., North of Palmetto Bay Dr.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.23	400
Golf Course Pond #18 (East of Cypress Links Blvd., Between #4924 to #4966)	4900 Cypress Links Blvd., Elkton, FL 32033	0.33	972
Golf Course Pond #19 (North of Golf Course Maintenance Building 4845 Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.35	480
Golf Course Pond #20 (East of Cypress Links Blvd., and South of Golf Ridge Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	2.62	1,783.20
<b>ROAD &amp; BRIDGE</b>			
141 Knowlton Street	St. Augustine, FL 32084	1.45	1430
605 Duval Street	St. Augustine, FL 32084	0.35	530
Duval Street between West 15th and 16th	St. Augustine, FL 32084	0.38	550
El Dorado Way Pond (Between El Dorado Way and Miraloma Lane)	Ponte Vedra, FL 32082	0.65+	648
Lake Contera (West of Contera Drive)	Contera Dr S St. Augustine, FL 32080	1.37	1213
RP 73 (Mickler & Palm Valley Road, Roundabout - East)	Ponte Vedra, FL 32082	0.31+	548
RP 74 (Mickler & Palm Valley Road Roundabout - West)	Ponte Vedra, FL 32082	0.49+	705
RP 60 (Roberts Road, behind 1341 Roberts Road)	Ponte Vedra, FL 32082	0.93+	994
Rio Del Mar Street (Between #122 & #124)	Rio Del Mar St (Between 122 and 124) St. Augustine, FL	0.09	256
San Rafael Court (East of 1504 San Rafael Court)	San Rafael CT (East of 1505)	0.12	267
St. Johns Avenue & West 2nd Street	St. Augustine, FL 32084	0.27	450
St. Johns Avenue between West 2nd and 3rd Street	St. Augustine, FL 32084	0.15	440
St. Johns Avenue between West 3rd and 4th Street	St. Augustine, FL 32084	0.34	630
St. Johns Avenue between West 7th and 8th Street	St. Augustine, FL 32084	0.37	540
St. Johns Avenue & West 12 <sup>th</sup> Street	St. Augustine, FL 32084	0.37	540
Pond #63 of Madeore Street in West Augustine	633 Madeore Street, St. Augustine, FL 32084	0.88	744
<b>SHERIFF'S OFFICE</b>			
Sheriff's Department-Sheriff's Beach Operations	525 Old Beach Road, St. Augustine, FL 32080	0.25	382

Criminal Justice Facility (North of Lewis Speedway, West of Jail)	3955 Lewis Speedway, St. Augustine FL 32084	2.90	1850
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	4.75	1788
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	1.71	1250
Emergency Communications & Training Facility, Fleet Building (Guard Shack Pond)	900 Law Enforcement Way St Augustine FL 32084	0.20	400
<b>UTILITIES PONDS</b>			
Administration Building (Stormwater Pond)	1205 State Road 16, St. Augustine, FL 32084	0.25	535
Anastasia Island WWTP (North Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	325
Anastasia Island WWTP (Southeast Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	322
CR 214 WTP (Stormwater Pond)	2160 Water Plant Road, St. Augustine, FL 32084	0.82	1471
Hastings WWTP	819 N. Main Street, Hastings, FL 32145	0.34	541
Maintenance Complex (Stormwater Pond)	2100 Arc Drive, St. Augustine, FL 32084	1.98	2195
Marsh Landing WWTP (North Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	1.92	1637
Marsh Landing WWTP (South Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	2.13	1280
Northwest WRF (Northeast Stormwater Pond)	3450 International Golf Parkway, St. Augustine, FL 32092	0.81	759
Players Club WWTF (Stormwater Pond)	5250 Palm Valley Road, Ponte Vedra Beach, FL 32082	1.07	1050
SR 16 WWTP (Stormwater Pond)	3000 Industry Center Drive, St. Augustine, FL 32084	0.35	622

**BID NO.: 1974; Countywide Aquatic Maintenance and Inspection Services  
General Services Agreement No: 25-GSA-FL0-20419**

**EXHIBIT "C"**

**DEPARTMENT CONTACTS FOR INVOICING AND PAYMENTS**

**St. Johns County Animal Control Pet Center**  
130 N. Stratton Road  
St. Augustine, FL 32095  
Attn: Darlene Baril  
Email: [dbaril@sjcfl.us](mailto:dbaril@sjcfl.us)

**St. Johns County Golf Course**  
4900 Cypress Links Blvd.  
Elkton, FL 32033  
Attn: Anthony Baur  
Email: [abaur@sjcfl.us](mailto:abaur@sjcfl.us)

**St. Johns County Facilities Management  
Department**  
2416 Dobbs Road  
St. Augustine, FL 32086  
Attn: Julie Atkins  
Email: [jatkins@sjcfl.us](mailto:jatkins@sjcfl.us)

**St. Johns County Road & Bridge Department**  
2750 Industry Center Road  
St. Augustine, FL 32084  
Attn: Jennifer Kinlaw  
Email: [jkinlaw@sjcfl.us](mailto:jkinlaw@sjcfl.us)

**St. Johns County Fire Rescue**  
3657 Gaines Road  
St. Augustine, FL 32080  
Attn: Amy Land  
Email: [aland@sjcfl.us](mailto:aland@sjcfl.us)

**St. Johns County Sheriff Complex Maintenance**  
3955 Lewis Speedway  
St. Augustine, FL 32084  
Attn: Amanda Sanders  
Email: [asanders@sjcfl.us](mailto:asanders@sjcfl.us)

**St. Johns County Library Department**  
6670 US 1 S  
St. Augustine, FL 32086  
Attn: Niki Johnson  
Email: [njohnson@sjcfl.us](mailto:njohnson@sjcfl.us)

**St. Johns County Solid Waste Division**  
2750 Industry Center Road  
St. Augustine, FL 32084  
Attn: Christy Stewart  
Email: [cstewart@sjcfl.us](mailto:cstewart@sjcfl.us)

**St. Johns County Parks & Recreation  
Department**  
2175 Mizell Road  
St. Augustine, FL 32080  
Attn: Carrie Miska  
Email: [cmiska@sjcfl.us](mailto:cmiska@sjcfl.us)

**St. Johns County Utilities Administration  
Department**  
1205 State Road 16  
St. Augustine, FL 32084  
Attn: Frank Kenton  
Email: [fkenton@sjcfl.us](mailto:fkenton@sjcfl.us)





## NOTICE OF INTENT TO AWARD

October 3, 2024

### **BID No: 1974; Countywide Aquatic Maintenance and Inspection Services**

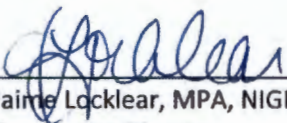
St. Johns County hereby issues this Notice of Intent to Award Florida Waterways, Inc., as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jennifer McDaniel, Procurement Coordinator, via email at [jmcdaniel@sjcfl.us](mailto:jmcdaniel@sjcfl.us) or phone at (904) 209-3270.

**St. Johns County, FL**  
**Board of County Commissioners**  
**Purchasing Department**

  
\_\_\_\_\_  
Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB  
Purchasing Director  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)  
(904) 209-0158 - Direct

Date: 10/4/2024

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: Oct. 1, 2024

BID PROPOSAL OF

FLORIDA WATERWAYS INC.

Full Legal Company Name

3832-010 BAYMEADOWS ROAD, PMB 379, JACKSONVILLE, FL 32217

Mailing Address

Telephone Number

904 801 5253

Bidders: Having become familiar with requirements of the Service as specified herein, and having carefully examined the IFB Documents and Specifications entitled for IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE SERVICES, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision associated with performing all requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows and documented on **Attachment A**.

TOTAL ANNUAL BID PRICE:

\$ 63,980.88  
Total Annual Price (Numerical)

SIXTY THREE THOUSAND, NINE HUNDRED EIGHTY AND 88/100 Dollars  
Total Annual Price (Amount written or typed in words)

Bidders shall insert the Annual Pricing in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

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

No.: 1 Date Received: 9/30/2024

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 bid, as principals, and that this bid is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Service Specifications.

We have made a full examination of the proposed services and the sources of supply for any specified 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.

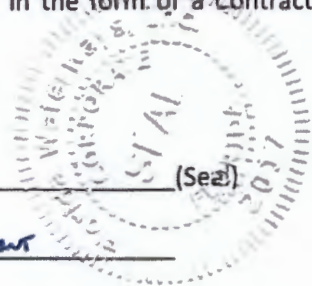
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above services within ten (10) days after notice that his Bid has been accepted for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

**CORPORATE/COMPANY**

Full Legal Company Name: FLORIDA WATERWAYS, INC.

By: [Signature]  
Signature of Authorized Representative

JIM SCHWARTZ, PRESIDENT  
(Name & Title typed or printed)



By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
(Name & Title typed or printed)

Address: 3832-010 Baymeadows Road, PMB 379  
JACKSONVILLE, FL 32217

PHYSICAL ADDRESS: 6900 PHILIPS HWY # 23  
JACKSONVILLE, FL 32216

Telephone No.: ( ) 904 801 5253

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

Email Address for Authorized Company Representative: JIM @ FLORIDAWATERWAYS.COM

Federal I.D. Tax Number: 82-3047959

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

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

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**ATTACHMENT "A"  
PRICING WORKSHEET**

Bidders must complete this form with the required information for use in completing the official County Bid form. Pricing must include any and all costs, fees, amounts, and charges associated with providing all labor, materials, equipment, transportation, supervision, necessary to perform the Services.

**BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY.** Failure to bid on all locations, complete and submit Attachment "A" Annual Pricing, shall be deemed non-responsive and removed from consideration for award of a contract. Bidders must multiple Monthly Price by twelve (12) to complete the Annual Price.

DEPARTMENT PONDS	AREA (ACRES)	PERIMETER (LF)	MONTHLY PRICE	ANNUAL PRICE (MONTHLY X 12)
<b>ANIMAL CONTROL PONDS</b>				
Animal Control Pet Center	0.86	248	\$ 26.50	\$ 318.00
<b>BUILDING OPERATIONS PONDS</b>				
Administration Building (West of San Sebastian)	0.68	727	\$ 38.15	\$ 457.80
Administration Building (West of Bldg.)	0.41	535	\$ 28.89	\$ 346.68
Administration Building (East of Bldg.)	0.71	916	\$ 28.89	\$ 346.68
Judicial Center (West of San Sebastian View)	1.56	982	\$ 65.40	\$ 784.80
Judicial Center (East of San Sebastian View)	1.58	1169	\$ 70.85	\$ 850.20
Southeast Courthouse Annex (East of Annex Bldg.)	0.18	443	\$ 28.89	\$ 346.68
Health & Human Services	1.05	775	\$ 43.60	\$ 523.20
<b>FIRE RESCUE</b>				
Fire Rescue Administration (Northwest of Bldg.)	0.56	668	\$ 38.15	\$ 457.80
Fire Rescue Administration (Northeast of Bldg.)	0.56	667	\$ 38.15	\$ 457.80
Fire Station #1	0.28	467	\$ 32.70	\$ 392.40
Fire Station #2	0.22	423	\$ 32.70	\$ 392.40
Fire Station #3	0.24	417	\$ 32.70	\$ 392.40
Fire Station #4	0.21	684	\$ 32.70	\$ 392.40
Fire Station #8	0.24	383	\$ 32.70	\$ 392.40
Fire Station #10	0.18	588	\$ 32.70	\$ 392.40
Fire Station #11	1.35	955	\$ 32.70	\$ 392.40
Fire Station #14	0.12	280	\$ 32.70	\$ 392.40
Fire Station #15	0.2	429	\$ 32.70	\$ 392.40
Fire Station #19	0.34	640	\$ 32.70	\$ 392.40
<b>LIBRARIES</b>				
Southeast Branch Library (West of Library Bldg.)	0.5	574	\$ 32.70	\$ 392.40
<b>PARKS AND RECREATIONS</b>				
Aberdeen Park (Northeast Pond)	0.7	775	\$ 43.60	\$ 523.20
Aberdeen Park (Southeast Pond)	0.25	330	\$ 32.70	\$ 392.40
Agricultural Center	6.3	1971	\$ 185.30	\$ 2,223.60
St. Augustine Little League	2.47	1481	\$ 76.30	\$ 915.60

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Crossroads Trailhead Park	0.41	540	\$ 32.70	\$ 392.40
Davis Park (N Dog Walk Pond)	0.8	889	\$ 32.70	\$ 392.40
Davis Park (S Dog Walk Pond)	2.28	1636	\$ 70.85	\$ 850.20
Davis Park (Turf Pond)	0.4	614	\$ 32.70	\$ 392.40
Davis Park (Dispersion Swales (5))	0.13	5775	\$ 49.05	\$ 588.60
Davis Park (Stormwater Maintenance Facility-SWMF#1) Baseball	0.07	220	\$ 28.89	\$ 346.68
Davis Park (Stormwater Maintenance Facility-SWMF#2) Baseball	0.04	190	\$ 28.89	\$ 346.68
Davis Park (Stormwater Maintenance Facility-SWMF#3) Softball	0.06	215	\$ 28.89	\$ 346.68
Davis Park (Stormwater Maintenance Facility-SWMF#4) Football	0.04	190	\$ 28.89	\$ 346.68
Davis Park (Stormwater Maintenance Facility-SWMF#5) Soccer	0.16	0.337	\$ 28.89	\$ 346.68
Davis Park (Dry Ponds by Fields along Davis Park Boulevard)	0.14	325	\$ 55.00	\$ 660.00
Equestrian Center (East of Smith Rd., North of Equestrian Way)	1.05	912	\$ 43.60	\$ 523.20
Equestrian Center (Mid Pond) (East of Smith Rd., North of Equestrian Way)	0.77	845	\$ 38.15	\$ 457.80
Equestrian Center (Back Pond) (East of Smith Rd., North of Equestrian Way)	1.15	870	\$ 43.60	\$ 523.20
Equestrian Center (East of Smith Rd., South of Equestrian Way)	0.39	528	\$ 38.15	\$ 457.80
Bird Island Park	2.15	1455	\$ 70.85	\$ 850.20
Beluthahatchee Park	0.52	567	\$ 38.15	\$ 457.80
Mills Field	1	1,300	\$ 43.60	\$ 523.20
Mills Field	0.25	330	\$ 32.70	\$ 392.40
Nocatee Community Park (North Pond)	1.94	1547	\$ 49.05	\$ 588.60
Nocatee Community Park (South Pond)	0.56	650	\$ 32.70	\$ 392.40
Rivertown Park (North Pond)	0.93	1066	\$ 43.60	\$ 523.20
Rivertown Park (South Pond)	0.41	569	\$ 32.70	\$ 392.40
Rivertown Field 2	1.60+	1785	\$ 92.65	\$ 1,111.80
Twin Creeks Park (East side of Lakeside Academy) (West side of Intersection at Twin Creeks Drive and Tronhy Lake Drive)	6.20	273600	\$ 38.15	\$ 457.80
Veterans Park (Southwest Football Field)	1.01	1065	\$ 38.15	\$ 457.80
Veterans Park (North Veterans Park Row)	0.67	682	\$ 32.70	\$ 392.40
Veterans Park (West Veterans Pkwy)	0.97	841	\$ 38.15	\$ 457.80
Golf Course Pond #2 (East of Cypress Links Blvd., North of Onion Creek Ct.)	0.90	773	\$ 32.70	\$ 392.40
Golf Course Pond #3 (East of Cypress Links Blvd., South of #4601 Legends Lane)	0.44	588	\$ 32.70	\$ 392.40
Golf Course Pond #4 (East of Cypress Links Blvd., South of #4609 Legends Lane)	0.30	446	\$ 32.70	\$ 392.40
Golf Course Pond #5 (West of Golf Ridge Dr., Runs Length of Golf Course)	14.42	9,721	\$ 299.75	\$ 3,597.00
Golf Course Pond #6 (East of Golf Ridge Dr., Between #4468 & #4480)	1.09	1,101	\$ 43.60	\$ 523.20
Golf Course Pond #7 (West of Cypress Links Blvd. Between #5402 & 5354)	2.10	2,006	\$ 65.40	\$ 784.80
Golf Course Pond #8 (East of Cypress Links Blvd., East of Clubhouse West of Pond #7)	1.24	1,478	\$ 54.50	\$ 654.00
Golf Course Pond #9 (West of Cypress Links Blvd., Between #5350 & #5344)	0.59	720	\$ 32.70	\$ 392.40
Golf Course Pond #10 (East of Cypress Links Blvd., North of over Creek Drive)	8.64	3,283	\$ 109.00	\$ 1,308.00
Golf Course Pond #11 (N of Southern Loop of Cypress Links Blvd.)	11.24	6,567	\$ 185.30	\$ 2,223.60
Golf Course Pond #12 (Southeast of Cypress Links Blvd.)	5.94	2,750	\$ 87.20	\$ 1,046.40

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Golf Course Pond #13 (South of Cypress Links Blvd., West of Pond #12)	0.50	663	\$ 87.20	\$ 1,046.40
Golf Course Pond #14 (East of Cypress Estates Dr., West of Pond #13)	4.71	2,697	\$ 32.70	\$ 392.40
Golf Course Pond #15 (West of Cypress Estates Dr., Southwest of C	0.94	1,217	\$ 43.60	\$ 523.20
Golf Course Pond #17 (East of Cypress Links Blvd., North of Palmetto Bay Dr.)	0.23	400	\$ 32.70	\$ 392.40
Golf Course Pond #18 (East of Cypress Links Blvd., Between #4924 to #4966)	0.33	972	\$ 32.70	\$ 392.40
Golf Course Pond #19 (North of Golf Course Manut. Building 4845 Cypress Links Blvd.)	0.35	480	\$ 32.70	\$ 392.40
Golf Course Pond #20 (East of Cypress Links Blvd., and South of Golf Ridge Drive)	2.62	1,783.20	\$ 70.85	\$ 850.20
<b>ROAD &amp; BRIDGE</b>				
141 Knowlton Street	1.45	1430	\$ 43.60	\$ 523.20
605 Duval Street	0.35	530	\$ 32.70	\$ 392.40
Duval Street between West 15th and 16th	0.38	550	\$ 32.70	\$ 392.40
El Dorado Way Pond (Between El Dorado Way and Miraloma Lane)	0.65+	648	\$ 60.00	\$ 720.00
Lake Contera (West of Contera Drive)	1.37	1213	\$ 87.20	\$ 1,046.40
RP 73 (Mickler & Palm Valley Road, Roundabout - East)	0.31+	548	\$ 60.00	\$ 720.00
RP 74 (Mickler & Palm Valley Road Roundabout - West)	0.49+	705	\$ 60.00	\$ 720.00
RP 60 (Roberts Road, behind 1341 Roberts Road)	0.93+	994	\$ 60.00	\$ 720.00
Rio Del Mar Street (Between #122 & #124)	0.09	256	\$ 28.89	\$ 346.68
San Rafael Court (East of 1504 San Rafael Court)	0.12	267	\$ 43.60	\$ 523.20
St. Johns Avenue & West 2nd Street	0.27	450	\$ 32.70	\$ 392.40
St. Johns Avenue between West 2nd and 3rd Street	0.15	440	\$ 32.70	\$ 392.40
St. Johns Avenue between West 3rd and 4th Street	0.34	630	\$ 32.70	\$ 392.40
St. Johns Avenue between West 7th and 8th Street	0.37	540	\$ 32.70	\$ 392.40
St. Johns Avenue & West 12th Street	0.37	540	\$ 32.70	\$ 392.40
Pond #63 of Madeore Street in West Augustine	0.88	744	\$ 43.60	\$ 523.20
<b>SHERIFF'S OFFICE</b>				
Sheriff's Department-Sheriff's Beach Operations	0.25	382	\$ 43.60	\$ 523.20
Criminal Justice Facility (North of Lewis Speedway, West of Jail)	2.9	1850	\$ 98.10	\$ 1,177.20
Emergency Communication & Training Facility	4.75	1788	\$ 163.50	\$ 1,962.00
Emergency Communication & Training Facility	1.71	1250	\$ 81.75	\$ 981.00
Emergency Communications & Training Facility, Fleet Building (Guard Shack Pond)	0.20	400	\$ 32.70	\$ 392.40
<b>UTILITIES PONDS</b>				
Administration Building (Stormwater Pond)	0.25	535	\$ 43.60	\$ 523.20
Anastasia Island WWTP (North Stormwater Pond)	0.1	325	\$ 28.89	\$ 346.68
Anastasia Island WWTP (Southeast Stormwater Pond)	0.1	322	\$ 28.89	\$ 346.68
CR 214 WTP (Stormwater Pond)	0.82	1471	\$ 65.40	\$ 784.80
Hastings WWTP	0.34	541	\$ 43.60	\$ 523.20
Maintenance Complex (Stormwater Pond)	1.98	2195	\$ 125.35	\$ 1,504.20
Marsh Landing WWTP (North Pond)	1.92	1637	\$ 65.40	\$ 784.80

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Marsh Landing WWTP (South Pond)	2.13	1280	\$ 65.40	\$ 784.80
Northwest WRF (Northeast Stormwater Pond)	0.81	759	\$ 43.60	\$ 523.20
Players Club WWTF (Stormwater Pond)	1.07	1050	\$ 76.30	\$ 915.60
SR 16 WWTP (Stormwater Pond)	0.35	622	\$ 32.70	\$ 392.40

**AS NEEDED PRICING:** This pricing shall not be utilized in consideration for award of the IFB.

\*Pricing for fish stocking in the format of price per one thousand (1,000) \$ See Chart Below

SPECIES	SIZE	PRICE PER 1,000
Triploid Grass Carp	10-12" fish	\$9,000.00
Bluegill	1-2" fish	\$650.00
Shellcracker	1-2" fish	\$650.00
Crappie	1-3" fish	\$1,250.00
Florida Largemouth Bass	1-2" fish	\$3,500.00
Tilapia	1-2" fish	\$650.00
Channel Catfish	2-3" fish	\$900.00
<ul style="list-style-type: none"> <li>All fish species are subject to availability. Different species and sizes stock at different times of the year.</li> </ul>		

10/1/2024 gms

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "B"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA

COUNTY OF DUVAL

The Undersigned authority, JAMES SCHWARTZ ("Affiant"), who being duly sworn, deposes and states that he/she is the PRESIDENT (Title) of the Bidder FLORIDA WATERWAYS, INC. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced service will be submitted from the Bidder, the Affiant, their 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 service. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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 service. 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.

DATED this 30<sup>th</sup> day of September, 2024.

[Signature]  
Signature of Affiant

JAMES SCHWARTZ  
Printed Name of Affiant

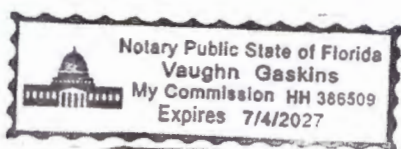
PRESIDENT  
Printed Title of Affiant

FLORIDA WATERWAYS, INC.  
Full Legal Name of Contractor

FLORIDA WATERWAYS, INC.  
Full Legal Name of Contractor

Full Legal Name of Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30 day of September, 2024, by JAMES SCHWARTZ, who is personally known to me or has produced FLORIDA D.O.L as identification.



[Signature]  
Notary Public  
My Commission Expires: 9/30 7/4/2027





IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "D"  
DRUG-FREE WORKPLACE FORM

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

FLORIDA WATERWAYS, INC. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals 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

10/1/2024  
Date

ATTACHMENT "E"  
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 sub-Contractor) or been sued by or had a formal claim filed by an owner, sub-Contractor or supplier resulting from a contract 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:

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Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

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2. List all pending litigation and or arbitration.

N/A

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3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

N/A

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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.

N/A

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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:

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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?

N/A

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

N/A

**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)

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "F"  
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): JIM SCHWARTZ

SIGNATURE: 

TITLE: PRESIDENT

DATE: 10/1/2024

NAME OF FIRM/PARTNERSHIP CORPORATION:

FLORIDA WATERWAYS, INC.  
\_\_\_\_\_  
\_\_\_\_\_

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF Duval

I, JAMES SCHWARTZ (hereinafter "Affiant"),  
being duly authorized by and on behalf of FLORIDA WATERWAYS, INC. (hereinafter "Bidder")  
hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. IFB 1974 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractor performing services or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing services under the Agreement are legally authorized to services in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this 30<sup>th</sup> day of September, 2024.

[Signature]  
Signature of Affiant

JAMES SCHWARTZ  
Printed Name of Affiant

PRESIDENT  
Printed Title of Affiant

FLORIDA WATERWAYS, INC.  
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30  
day of September, 2024, by JAMES SCHWARTZ, who is personally known  
to me or has produced FLORIDA D.L. as identification.

Notary Public State of Florida Vaughn Gaskins My Commission Expires 7/4/2027	Notary Public State of Florida Vaughn Gaskins My Commission Expires 7/4/2027	<u>[Signature]</u> Notary Public Commission Expires: <u>7/4/2027</u>
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**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**ATTACHMENT "H"  
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

NONE PROPOSED

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address





**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P17000013571

**Entity Name:** FLORIDA WATERWAYS, INC.

**Current Principal Place of Business:**

6900 PHILIPS HIGHWAY  
#23  
JACKSONVILLE, FL 32216

**FILED**  
**Mar 07, 2024**  
**Secretary of State**  
**1178298931CC**

**Current Mailing Address:**

3832-010 BAYMEADOWS ROAD  
PMB 379  
JACKSONVILLE, FL 32217 US

**FEI Number:** 82-3047959

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SCHWARTZ, JIM  
3832-010 BAYMEADOWS ROAD  
PMB 379  
JACKSONVILLE, FL 32217 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title P  
Name SCHWARTZ, JAMES R  
Address 3832-010 BAYMEADOWS ROAD  
PMB 379  
City-State-Zip: JACKSONVILLE FL 32217

Title SECRETARY  
Name SCHWARTZ, MELISSA  
Address 3832-010 BAYMEADOWS ROAD  
PMB 379  
City-State-Zip: JACKSONVILLE FL 32217

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

**SIGNATURE:** JAMES R SCHWARTZ

**PRESIDENT**

**03/07/2024**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

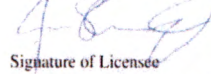
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21147

SCHWARTZ, JAMES R  
9820 SCOTT MILL ROAD  
JACKSONVILLE, FL 32257

Categories  
10, 6, 5A, 21, 3

Issued: July 12, 2023

Expires: June 30, 2027



Signature of Licensee



WILTON SIMPSON, COMMISSIONER

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

## Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name

City, State

SCHWARTZ, JAMES R

JACKSONVILLE, FL

License No.

License Status

License Type:

CM21147

Normal

Commercial RUP Applicator License

License Categories

Aquatic Pest Control, Demonstration and Research, Right-Of-Way Pest Control, Ornamental and Turf Pest Control, Natural Areas Weed Management

Original Issue Date

Last Issue Date

Expiration Date

6/24/2011

7/12/2023

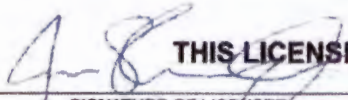
6/30/2027

Company Name

Agent Count: 0

1169435

**RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE**  
PURSUANT TO CHAPTER 379, F.S.

  
SIGNATURE OF LICENSEE  
(NOT VALID UNTIL SIGNED)

**THIS LICENSE IS VALID FROM OCTOBER 19, 2023 TO OCTOBER 18, 2024**

DEALER NO.: RFD-65510  
STORE NO.:

ISSUE DATE: 07-18-23  
FEE PAID: RESIDENT \$ 40.00

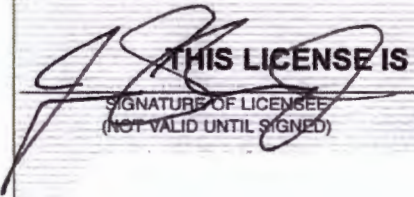
FLORIDA WATERWAYS, INC.  
9820 SCOTT MILL ROAD  
JACKSONVILLE, FL 32257

LOCATION ADDRESS:  
6900 PHILIPS HIGHWAY  
SUITE #23  
JACKSONVILLE, FL 32216

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

**212317**  
AUDIT NO.

**RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE**  
PURSUANT TO CHAPTER 379, F.S.



SIGNATURE OF LICENSEE  
(NOT VALID UNTIL SIGNED)

**THIS LICENSE IS VALID FROM OCTOBER 19, 2024 TO OCTOBER 18, 2025**

DEALER NO.: RFD-65510  
STORE NO.:

ISSUE DATE: 09-17-24  
FEE PAID: RESIDENT \$ 40.00

FLORIDA WATERWAYS, INC.  
9820 SCOTT MILL ROAD  
JACKSONVILLE, FL 32257

LOCATION ADDRESS:  
6900 PHILIPS HIGHWAY  
SUITE #23  
JACKSONVILLE, FL 32216

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location listed on this license and all required records for which this license is issued must be available for inspection.



## Florida Fish and Wildlife Conservation Commission

*Florida - Fishing Capital of the World*

July 1, 2024

IN REPLY REFER TO: TG-00040102

To Whom It May Concern:

This is to authorize:

Mr. Jim Schwartz  
Florida Waterways, Inc.  
6900 Philips Highway, Suite #23  
Jacksonville, FL 32216

to import, transport, possess, and stock triploid grass carp for resale, in accordance with Rule 68A-23.088 of the Florida Fish and Wildlife Conservation Commission and the permit provisions listed below:

- (1) Resale of triploid grass carp may be made only to those persons who have been issued a permit by the Commission. Stocking from the above-listed facility is permissible only into water areas specifically listed on individually issued Commission permits.
- (2) A monthly written report indicating names of purchasers, addresses, permit number, and number of triploid grass carp sold, or statement of no sale, must be submitted to the Division of Fisheries office in Eustis by the 15th of each month.
- (3) Triploid grass carp shall not be held in any manner that might reasonably be expected to result in liberation into the waters of the state.
- (4) All interstate and intrastate shipments, transfer and transportation of triploid grass carp must be made in compliance with the rules and regulations of the Commission and, in the case of interstate shipments, rules and regulations of those states receiving fish. Drivers of vehicles transporting triploid grass carp for interstate and intrastate purposes must have a copy of all required Commission permits authorizing such transportation, certificates indicating the fish have been certified as triploid grass carp or, in the case of interstate shipments, letters of authorization from the receiving state.

081924

- (5) Triploid grass carp will be subject to seizure by Commission representatives if permit provisions or Commission rules are violated.
- (6) Each pond, tank, pool, or other culture system which lies within the 100-year floodplain shall be enclosed within an earthen or concrete dike or levy raised to an elevation of one foot above the 100-year flood elevation. The 100-year floodplain is determined from U.S. Department of Housing and Urban Development maps available from National Flood Insurance Program, P.O. BOX 34604, Bethesda, Maryland 20817.
- (7) Holding facility property shall be occupied by a 24-hour resident or access must be restricted to the general public by a locked gate and fence.
- (8) The permittee shall allow authorized employees of the Commission to make inspections and take blood samples of any grass carp to ascertain that no diploid grass carp are present.
- (9) No triploid grass carp may be sold, loaned, given away or transferred to persons in the state of Florida not properly permitted by the Commission to receive such fish.

This permit will expire June 30, 2025, unless otherwise authorized by the Executive Director.

Executive Director

BY:



Rhonda Howell  
Grass Carp Permitting  
Invasive Plant Management  
Division of Habitat & Species Conservation

### 19) MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Bidders must meet in order to be considered responsible to perform the work specified in this IFB. Bidders must submit sufficient documentation in their Bid Submittal, to clearly demonstrate that the Bidder meets or exceeds the following minimum qualification requirements:

- a. Must have an active registration with the State of Florida, Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)); and
- b. Must possess a current Local Business Tax Receipt for St. Johns County, or **must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.** JRS
- c. Must have a current and valid **Certification as an Herbicide Applicator and Restricted-Use Pesticides License in Aquatic Pest Control Category** through the Florida Department of Agriculture. Bidders must complete and submit **Attachment I - License/Certification List** along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.
- d. **Must submit a list of any and all relevant experience within the last three (3) years, performing services similar to those specified herein.** The list must include the Client's information, total contract value, and completion timeframes. The County reserves the right to check any and all references.

FAILURE BY A BIDDER TO PROPERLY DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS STATED ABOVE IN THEIR SUBMITTED BID SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. THE COUNTY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION REGARDING THE QUALIFICATIONS AND EXPERIENCE OF ANY BIDDER IN ORDER TO DETERMINE RESPONSIBILITY OF THE BIDDER TO PERFORM THE SPECIFIED SERVICES.



## Florida Waterways, Inc. – Relevant Experience

Client: St. Johns County Board

Contact: Diana Fye, Procurement

Total Contract Value: approx. \$90,000/year

Completion Timeframes: Five Year Contract, 2019-2024

Scope of Services: Countywide Aquatic Maintenance Services 19-MCC-FLO-11090

Client: JEA

Contact: Shawn Dunning, 904-652-3033 [dunnst@jea.com](mailto:dunnst@jea.com)

Total Contract Value: approx. \$67,500/year

Completion Timeframes: Current project. Three Year Contract, commenced 2023

Scope of Services: Facilities Retention Pond Maintenance 1411427646

Client: City of Jacksonville

Contact: Russell Perry, 904-255-4306 [RussellP@coj.net](mailto:RussellP@coj.net)

Total Contract Value: approx. \$250,000/year

Completion Timeframes: Current project. Two-year contract, with 2 optional two-year renewals, commenced 2022

Scope of Services: SC-417-022 Aquatic Vegetation Management of Stormwater Ponds

Client: FDOT D2 - St. Augustine Maintenance Office

Contact: Casey Pacetti, 904-252-8352 [Casey.Pacetti@dot.state.fl.us](mailto:Casey.Pacetti@dot.state.fl.us)

Total Contract Value: approx. \$40,000/year

Completion Timeframes: 2020-2023

Scope of Services: Herbicide Application, including Stormwater Ponds



**ADDENDUM #1**

September 30, 2024

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: IFB No: 1974;Countywide Aquatic Maintenance and Inspection Services.**

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the IFB Documents.

**Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. Per House Bill 7086, the attached Affidavit must be completed and signed by all Bidders, Proposers, Respondents, Contractors and Consultants. Please sign the attached Affidavit and return it with the Bid Packet.

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 2, 2024, AT 2:00PM ESTD**

**Bidder Acknowledgment:**

  
Signature of Authorized Representative

JIM SCHWARTZ, PRESIDENT  
Printed Name/Title Authorized Representative

Florida Waterways, Inc.  
Respondent Company Name

**END OF ADDENDUM NO. 1**

**Affidavit Regarding the Use of Coercion for Labor and Services**

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Contractor, certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 30<sup>th</sup> day of September, 2024.

[Signature]  
Signature of Affiant

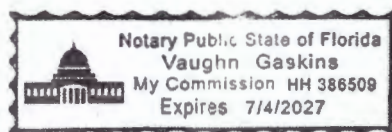
JAMES SCHWARTZ  
Printed Name of Affiant

PRESIDENT  
Printed Title of Affiant

FLORIDA WATERWAYS, INC.  
Full Legal Name Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30 day of September, 2024, by Affiant, who is personally known to me or has produced FLORIDA DOL as identification.

[Signature]  
Notary Public  
My Commission Expires: 7/4/2027





ST. JOHNS COUNTY, FL  
BID TABULATION

OPENING DATE: 10/2/2024  
OPENED BY: J. McDaniel  
VERIFIED BY: J. Chiarelli  
POSTING DATE: 9/13/2024

IFB NUMBER: IFB 1974; Countywide Aquatic Maintenance and Inspection Services  
AND TITLE \_\_\_\_\_

BIDDERS	Total Annual Price						
Florida Waterways, Inc	\$63,980.88						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Purchasing Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.



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

**INVITATION FOR BIDS NO: 1974**

**COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

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

Final: 09/12/2024

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

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- I. General Terms and Conditions
- II. Scope of Services
- III. Official County IFB Form
- IV. Attachments:

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ATTACHMENT "B"	ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AFFIDAVIT
ATTACHMENT "C"	CONFLICT OF INTEREST DISCLOSURE FORM
ATTACHMENT "D"	DRUG-FREE WORKPLACE FORM
ATTACHMENT "E"	CLAIMS, LIENS. LITGATION HISTORY
ATTACHMENT "F"	NON-COLLUSION CERTIFICATION
ATTACHMENT "G"	E-VERIFY AFFIDAVIT
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Sealed Bid Mailing Label	

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## **IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

### **PART I – GENERAL TERMS AND CONDITIONS**

#### **1) DEFINITIONS**

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise specifically defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

#### **2) PURPOSE & INTENT**

The purpose for this IFB is to solicit Bids from qualified Bidders, for consideration in performing Aquatic Maintenance Services.

#### **3) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All applicable provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

#### **4) BIDDER’S REPRESENTATION**

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the services specified herein, and the submitted Bid is based upon all necessary considerations to perform the services in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified services are included in the submitted Bid.

#### **5) IFB DOCUMENTS**

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing Department. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

#### **6) INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the Bid Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

#### **7) SUBSTITUTIONS**

The materials, products and equipment described in the Bid 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 received by the Designated Point of Contact at least fourteen (14) calendar days

prior to the submittal deadline for 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 testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or services that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

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

#### 8) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Jennifer McDaniel, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Jennifer McDaniel, *in writing*, via email at [jmcdaniel@sjcfl.us](mailto:jmcdaniel@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 Sherri Ashby, Procurement Coordinator at [sashby@sjcfl.us](mailto:sashby@sjcfl.us).

#### 9) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

#### 10) QUESTIONS

Any and all questions related to this service shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) EDST on **Wednesday, September 18, 2024**, 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.

#### 11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum and posted to Demandstar ([www.demandstar.com](http://www.demandstar.com)) with the Bid Documents. All plan holders for this IFB will be notified of the posted addendum by Demandstar. Plan holders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

#### 12) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than two o'clock (2:00PM EDST) on **Wednesday, October 2, 2024**. Bids must be submitted to: SJC Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**". A mailing label has been provided herein for Bidders to use to identify their Bid.



All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the IFB Documents.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Department, by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Bidders must only submit one (1) Bid in response to this IFB. 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 numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are annual prices and extended prices, the annual prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

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

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

### **13) BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

#### 14) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

#### 15) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

#### 16) CONSIDERATION OF BIDS

**Opening of Bids:** Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

**Rejection of Bids:** The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

**Bid Award:** It is the intent of the County to award to the lowest, responsive, responsible Bidder, based upon the Total Annual Bid Price.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening and shall be irrevocable during this time unless otherwise agreed to by the County.

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 the Bid re-advertised, in order to best serve the needs of the County.

#### 17) FORCE MAJEURE

Bidder pledges to provide the specified services barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Supplier and County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

#### 18) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

## 19) MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Bidders must meet in order to be considered responsible to perform the work specified in this IFB. Bidders must submit sufficient documentation in their Bid Submittal, to clearly demonstrate that the Bidder meets or exceeds the following minimum qualification requirements:

- a. Must have an active registration with the State of Florida, Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)); and
- b. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award;
- c. Must have a current and valid **Certification as an Herbicide Applicator and Restricted-Use Pesticides License in Aquatic Pest Control Category** through the Florida Department of Agriculture. Bidders must complete and submit **Attachment I - License/Certification List** along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.
- d. **Must submit a list of any and all relevant experience within the last three (3) years, performing services similar to those specified herein.** The list must include the Client's information, total contract value, and completion timeframes. The County reserves the right to check any and all references.

FAILURE BY A BIDDER TO PROPERLY DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS STATED ABOVE IN THEIR SUBMITTED BID SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. THE COUNTY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION REGARDING THE QUALIFICATIONS AND EXPERIENCE OF ANY BIDDER IN ORDER TO DETERMINE RESPONSIBILITY OF THE BIDDER TO PERFORM THE SPECIFIED SERVICES.

## 20) PRICING

The pricing specified in the awarded Contract(s) must remain firm for the Initial Term of the awarded Contract.

The awarded Contractor may request pricing adjustments to be considered by the County upon renewal of the Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of three (3) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to "make-up" for the previous years.

## 21) PAYEE MANAGEMENT SYSTEM

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at [jchiarelli@sjcfl.us](mailto:jchiarelli@sjcfl.us) or Kayla Miller at [kmiller@sjcfl.us](mailto:kmiller@sjcfl.us).

## 22) INVOICING/PAYMENTS

The Contractor shall invoice to the appropriate SJC Department 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.

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:

- a. Contractor Information (Full Legal Name, Address, Phone, Email Address)
- b. Date of Invoice, Invoice Number
- c. SJC Purchase Order Number, Master Contract Number, IFB Number
- d. Cost Breakdown / Total Price of Invoice
- e. Description of Services Performed

### **23) SUB-CONTRACTORS**

Each Bidder must complete and submit **Attachment "J"**, provided herein, to list any and all Sub-Contractors proposed to perform any portion of the specified Services. If no Subcontractors or major material suppliers are required, so state there on.

Bidder must include with the completed **Attachment "J"**, any and all documentation necessary to demonstrate to the County's satisfaction, the qualifications and capabilities of the proposed Sub-Contractors as it pertains to the portion of Services they're proposed to perform.

Prior to the award of the Contract, the County will notify the Bidder in writing if 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 may then, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, or Supplier, due to previously documented service 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 services for which they were proposed and accepted and shall not be changed except with the written approval of the County.

### **24) COOPERATIVE OR PIGGYBACK PURCHASE**

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

### **25) AWARD AGREEMENT**

Unless otherwise provided in the IFB Documents, the awarded Contract will be written on the St. Johns County General Services Agreement. The intent of the County is to enter into a three (3) year contract with two (2) optional one (1) year renewal periods, exercisable by the County, at the discretion of the County, for performance of the specified Services.

### **26) 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.

## **27) INDEMNIFICATION**

Awarded Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Services.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

## **28) 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.

### **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. 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 services 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.

### **29) TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract 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 on non-compliance. The Contractor shall then have seven (7) 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 may be terminated by St. Johns County for cause, upon giving seven (7) 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, the County may terminate the Contract, for cause.

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

If, at any time within the first year of the Initial Term, the Contract with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, enter into a Contract with the second lowest, responsible, responsive Bidder, to perform the remaining Services for that remainder of the Initial Term to prevent a gap in Services for the County, if it serves the best interest of the County to do so.

### **30) TAXES**

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

### **31) INSURANCE**

The Contractor shall not commence services 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 satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Services including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

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  
Attn: Purchasing Department

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Contractor shall procure and 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.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

### **32) 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 services 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.

### **33) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b) The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

- c) The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d) Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

**34) EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the services.

**35) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**36) COMPLIANCE WITH FLORIDA STATUTE 287.138**

- A. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.
- B. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County

**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](mailto:publicrecords@sjcfl.us)**

## **PART II – SCOPE OF SERVICES**

### **Definitions**

**Invasive Plants:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

**Submersed Plants:** Plants that grow with their roots, stems, and leaves completely under the surface of water

**Emerged Plants:** Plants that are rooted in shallow water that have most of their vegetative growth above water (aka emergent)

**Floating Aquatic Plants:** Plants that are not rooted in the soil, but are free-floating and are moved around by wind and water currents

**Certified Applicator:** A person who has demonstrated, through an examination process, the ability to safely handle and apply restricted-use pesticides

**PDMP (Pesticide Discharge Management Plan):** Demonstrates integrated pest management strategies, and documents steps taken to reduce pesticide discharges to water of the state

**Restricted-Use Pesticides:** highly hazardous pesticides that can only be possessed or used by applicators who are certified or licensed

### **Scope of Services**

The Services shall require the awarded Contractor to perform monthly inspections of the specified Pond(s) and specified water bodies located throughout St. Johns County, FL, as well as the maintenance and/or control of the aquatic plants, grasses and algae located in these waterway(s) on a monthly basis and specified water bodies on an “as needed” basis determined by a County Representative. The Contractor shall be responsible for providing any and all materials, equipment, transportation, supplies, herbicides, and labor necessary to perform the Services, which shall include, application of dyes or water shading, herbicides and algaecides for the treatment and maintenance of noxious, exotic, and native and non-native aquatic plants, weeds, algae, and grasses while preserving necessary and beneficial native plants and grasses as specified herein.

### **Services**

It shall be the responsibility of the Contractor to maintain and/or control any and all plants, vegetation and algae in accordance with the protocols, requirements, restrictions, and guidelines of the Florida Fish & Wildlife Conservation Commission, Florida Statutes, Florida Administrative Code, Florida Department of Environmental Protection, and any and all other regulatory agencies having jurisdiction.

The Contractor shall be responsible for performing monthly inspections on all County site locations to determine the progress of the aquatic maintenance services, and to ensure that best maintenance practices are achieving desired results. If treatment is required, the Contractor shall perform the treatment necessary to maintain/control the aquatic plants present in each site location as needed to ensure the proper function of the pond.

The Contractor shall perform any and all inspections and maintenance/control (treatment) services between the hours of 8:00am and 5:00pm, Monday through Friday, unless specifically instructed by the appropriate, authorized County Representative to perform the services at an alternate time due to public functions, or increased risk of exposure to treatment chemicals to the public. The County Representative shall notify the Contractor, in writing, of any change to the time frame for inspections or maintenance/treatment no less than three (3) consecutive calendar days prior to the scheduled inspection and/or treatment services.

The Contractor shall perform the required maintenance services consistent with approved water management practices for the control of noxious, exotic, and native and non-native aquatic plants, weeds, algae, and grasses while preserving necessary and beneficial native plants and grasses. Examples of the plants and vegetation that shall be maintained and/or controlled by the Contractor include but are not limited to duckweed, water lettuce, hydrilla, naiad, water hyacinth, bladderwort, cattails, torpedo grass, woody brush, broadleaf weeds, and algae.

The Contractor shall be responsible for submitting reports to each individual department with all specified issues encountered with treatment and/or maintenance of each pond and/or waterway.

The Contractor shall perform maintenance and/or treatment services up to eight feet (8') from the water line of each pond, wherever the water line sits due to rain, drought, etc. Or, if any pond is fenced, the Contractor shall perform maintenance and/or treatment services to the entire area within the fence line around the pond.

The Contractor shall utilize herbicides, pesticides, and/or manual removal techniques to properly maintain the aquatic plants, grasses, and algae in the site locations throughout the County. It shall be the responsibility of the Contractor to use the best maintenance practices that suit each site location based on the needs and growth of each location.

The Contractor shall be responsible for ensuring that beneficial vegetation remains in the County's ponds to maintain a balanced ecological system.

### **Fish Stocking**

The SJC Recreation Department currently has fish stocked in the pond(s) at Treaty Park and Bird Island Park. These ponds are stocked for the purposes of recreational, catch and release fishing. The County may request fish stocking at any ponds included herein. The Contractor shall stock ponds with fish, including, but not limited to bass, bream, grass carp, catfish, and tilapia upon request from the respective St. Johns County Department Representative. Pricing for fish stocking shall be provided upon request from the County and shall be in the format of price per one thousand (1,000). If and when the Contractor is requested to stock fish at any County Pond location, the Contractor shall be required to stock the pond at the best possible conditions to ensure viability of the fish being stocked. The Contractor shall not be responsible for predation of the fish stocked in the pond.

### **Herbicides, Pesticides & Chemicals**

Chemicals used in the performance of the required services shall be approved for such use in the State of Florida by FDEP, and any other regulatory agency having jurisdiction. The Contractor shall be responsible for the proper application of any and all restricted-use pesticides utilized for maintenance of aquatic plants, grasses, and algae under this Contract. It shall be the responsibility of the Contractor to ensure that such applications are performed so as to protect the surrounding environment, non-target organisms, and the public. The Contractor shall employ appropriate means to prevent or reduce drift in accordance with FDEP Herbicide Use Guidelines, practices regarding dissolved oxygen (DO) levels, and shall measure and record wind velocities during any application.

All chemicals utilized by the Contractor for services under this contract shall be in strict accordance with the EPA Label. The Contractor shall be solely liable for any penalty, fines, or damages resulting from the misuse of any chemical, herbicide, or pesticide.

The Contractor shall be required to dispose of any and all herbicide and adjuvant containers in accordance with any and all local, state, and federal codes, rules, laws, and guidelines. The Contractor shall be solely responsible for any and all penalties, fines, or damages resulting from improper disposal of any herbicide, pesticide or chemical utilized under this Contract.

### **Posting of Signs**

The Contractor shall be responsible for posting any and all signs necessary to warn the public of any and all applications and/or treatments that are being performed or have been performed at any County site location.

The Contractor shall only remove any and all posted signs when the potential harm or risk from exposure to any and all chemicals used at the site has dissipated. Even though a majority of our ponds are fenced and locked with no public access, the contract shall be responsible for the posted signs removal to ensure the signs do not become debris.

### **Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or

vehicles sufficient to perform the required services may result in termination of the Contract.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number. All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

**Testing & Reporting**

The Contractor shall perform testing for the determination of dissolved oxygen (DO) levels prior to any application of chemicals or treatment of any pond and/or waterway to ensure safe treatment. The Contractor shall notify the appropriate County Representative if the dissolved oxygen (DO) level is below five (5) parts per million for any County site location and shall provide recommendation as to whether treatment services should be postponed until DO reaches levels sufficient to ensure safe treatment.

Additionally, the Contractor shall perform water chemistry and bacteriological analyses on a semi-annual basis (once every six (6) months, at a minimum) to ensure successful treatment of the ponds and/or waterway.

The Contractor shall be required to provide report(s) of any and all testing and analyses performed on any and all County site locations within one (1) week of obtaining the results of testing and/or analyses performed. The Contractor shall provide the report(s) to the appropriate representative from the Department responsible for the specific pond and/or waterway.

The Contractor shall be required to provide reports to the appropriate County Department Representatives at the end of each month describing any and all services performed, the amount(s) of herbicides, pesticides and chemicals utilized, the number of acres of each type of plant, vegetation and algae treated, dissolved oxygen (DO) level testing results, wind data measurements, and any other relevant data or requested information.

**Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

The Contractor shall be solely responsible for damages caused to any containers provided under this contract resulting from fire, vandalism, or other causes, other than normal wear and tear, on the first occasion where damages are caused. The Contractor and the County shall equally share the responsibility for any and all subsequent damages caused to any containers resulting from fire, vandalism, or other causes, other than normal wear and tear, upon submittal of an invoice and police report to the County by the Contractor.

**County Locations**

The Contractor shall be responsible for performing aquatic maintenance services at all locations stated herein. The County reserves the right to add and/or delete locations, change the service frequency of any locations, and/or change the requirements of the maintenance for any locations, at any time throughout the duration of the contract. Any such changes shall be accomplished by Contract Amendment, signed by both Parties.

DEPARTMENT PONDS AND LOCATIONS	ADDRESS	AREA (ACRES)	PERIMETER (LF)
ANIMAL CONTROL PONDS			

Animal Control Pet Center	130 N. Stratton Road, St. Augustine, FL 32095	0.86	248
<b>BUILDING OPERATIONS PONDS</b>			
Administration Building (West of San Sebastian)	500 San Sebastian View, St. Augustine, FL 32084	0.68	727
Administration Building (West of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.41	535
Administration Building (East of Bldg.)	500 San Sebastian View, St. Augustine, FL 32084	0.71	916
Judicial Center (West of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.56	982
Judicial Center (East of San Sabastian View)	4010 Lewis Speedway, St. Augustine Fl. 32084	1.58	1169
Southeast Courthouse Annex (East of Annex Bldg.)	6658 US 1 South, St. Augustine, FL32086	0.18	443
Health & Human Services	200 San Sebastian View, St. Augustine Fl. 32084	1.05	775
<b>FIRE RESCUE</b>			
Fire Rescue Administration (Northwest of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	668
Fire Resue Administration (Northeast of Bldg.)	3657 Gaines Road, St. Augustine, FL 32084	0.56	667
Fire Station #1	130 Canal Blvd., Ponte Vedra Beach, FL 32082	0.28	467
Fire Station #2	1120 Sheffield Road, St. Johns, FL 32259	0.22	423
Fire Station #3	6010 State Road 13N, St. Augustine, FL 32092	0.24	417
Fire Station #4	3400 County Road 208, St. Augustine, FL 32092	0.21	684
Fire Station #8	7985 Morrison Road, Hastings, FL 32145	0.24	383
Fire Station #10	155 Library Blvd., Ponte Vedra Beach, FL 32082	0.18	588
Fire Station #11	4435 Cypress Links Blvd Elkton, Florida 32033	1.35	955
Fire Station #14	1255 West King Street, St. Augustine, FL 32084	0.12	280
Fire Station #15	220 Pine Island Road, St. Augustine, FL 32095	0.20	429
Fire Station #19	205 Veterans Parkway, St. Johns, FL 32259	0.34	640
<b>LIBRARIES</b>			
Southeast Branch Library (West of Library Bldg.)	6670 US 1 South, St. Augustine, FL 32086	0.50	574
<b>PARKS AND RECREATIONS</b>			
Aberdeen Park (Northeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.7	775
Aberdeen Park (Southeast Pond)	1402 Shetland Drive, St. Johns, FL 32259	0.25	330
Agricultural Center	3125 Agriculture Center Drive, St. Augustine, FL 32092	6.30	1971
St. Augustine Little League	1470 Osceola Elementary Rd., St. Augustine, FL 32084	2.47	1481
Crossroads Trailhead Park	3743 SR 207, Elkton, FL 32033	0.41	540
Davis Park (N Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.80	889
Davis Park (S Dog Walk Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	2.28	1636
Davis Park (Turf Pond)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.40	614

Davis Park (Dispersion Swales (5))	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.13	5775
Davis Park (Stormwater Maintenance Facility-SWMF#1) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.07	220
Davis Park (Stormwater Maintenance Facility-SWMF#2) Baseball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190
Davis Park (Stormwater Maintenance Facility-SWMF#3) Softball	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.06	215
Davis Park (Stormwater Maintenance Facility-SWMF#4) Football	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.04	190
Davis Park (Stormwater Maintenance Facility-SWMF#5) Soccer	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.16	0.337
Davis Park (Dry Ponds by Fields along Davis Park Boulevard)	210 Davis Park Rd., Ponte Vedra Beach, FL 32082	0.14	325
Equestrian Center (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.05	912
Equestrian Center (Mid Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.77	845
Equestrian Center (Back Pond) (East of Smith Rd., North of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	1.15	870
Equestrian Center (East of Smith Rd., South of Equestrian Way)	8200 Smith Rd., Hastings, FL 32145	0.39	528
Bird Island Park	101 Library Blvd., Ponte Vedra Beach, FL 32082	2.15	1455
Beluthahatchee Park	1523 SR 13 N, St. Johns, FL 32259	0.52	567
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	1.00	1,300
Mills Field	1721 Racetrack Road, St. Johns, FL 32259	0.25	330
Nocatee Community Park (North Pond)	650 Nocatee Center Way, Ponte Vedra, FL 32081	1.94	1547
Nocatee Community Park (South Pond)	707 Nocatee Center Way, Ponte Vedra, FL 32081	0.56	650
Rivertown Park (North Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.93	1066
Rivertown Park (South Pond)	200 Swamp Oak Trail, St. Johns, FL 32259	0.41	569
Rivertown Field 2	21 Sequoia Creek Trail, St. Johns, FL 32259	1.60+	1785
Twin Creeks Park (East side of Lakeside Academy) (West side of Intersection at Twin Creeks Drive and Trophy Lake Drive)	0 County Road 210 West, St. Augustine, FL 32092	6.20	273600
Veterans Park (Southwest Football Field)	318 Veterans Park Row, St. Johns, FL 32259	1.01	1065
Veterans Park (North Veterans Park Row)	150 Veterans Park Row, St. Johns, FL 32259	0.67	682
Veterans Park (West Veterans Pkwy)	150 Veterans Park Row, St. Johns, FL 32259	0.97	841
Golf Course Pond #2 (East of Cypress Links Blvd., North of Onion Creek Ct.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.90	773
Golf Course Pond #3 (East of Cypress Links Blvd., South of #4601 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.44	588
Golf Course Pond #4 (East of Cypress Links Blvd., South of #4609 Legends Lane)	4900 Cypress Links Blvd., Elkton, FL 32033	0.30	446
Golf Course Pond #5 (West of Golf Ridge Dr., Runs Length of Golf Course)	4900 Cypress Links Blvd., Elkton, FL 32033	14.42	9,721
Golf Course Pond #6 (East of Golf Ridge Dr., Between #4468 & #4480)	4900 Cypress Links Blvd., Elkton, FL 32033	1.09	1,101

Golf Course Pond #7 (West of Cypress Links Blvd. Between #5402 & 5354)	4900 Cypress Links Blvd., Elkton, FL 32033	2.10	2,006
Golf Course Pond #8 (East of Cypress Links Blvd., East of Clubhouse, West of Pond #7)	4900 Cypress Links Blvd., Elkton, FL 32033	1.24	1,478
Golf Course Pond #9 (West of Cypress Links Blvd., Between #5350 & #5344)	4900 Cypress Links Blvd., Elkton, FL 32033	0.59	720
Golf Course Pond #10 (East of Cypress Links Blvd., North of over Creek Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	8.64	3,283
Golf Course Pond #11 (N of Southern Loop of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	11.24	6,567
Golf Course Pond #12 (Southeast of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	5.94	2,750
Golf Course Pond #13 (South of Cypress Links Blvd., West of Pond #12)	4900 Cypress Links Blvd., Elkton, FL 32033	0.50	663
Golf Course Pond #14 (East of Cypress Estates Dr., West of Pond #13)	4900 Cypress Links Blvd., Elkton, FL 32033	4.71	2,697
Golf Course Pond #15 (West of Cypress Estates Dr., Southwest of Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.94	1,217
Golf Course Pond #17 (East of Cypress Links Blvd., North of Palmetto Bay Dr.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.23	400
Golf Course Pond #18 (East of Cypress Links Blvd., Between #4924 to #4966)	4900 Cypress Links Blvd., Elkton, FL 32033	0.33	972
Golf Course Pond #19 (North of Golf Course Maintenance Building 4845 Cypress Links Blvd.)	4900 Cypress Links Blvd., Elkton, FL 32033	0.35	480
Golf Course Pond #20 (East of Cypress Links Blvd., and South of Golf Ridge Drive)	4900 Cypress Links Blvd., Elkton, FL 32033	2.62	1,783.20
<b>ROAD &amp; BRIDGE</b>			
141 Knowlton Street	St. Augustine, FL 32084	1.45	1430
605 Duval Street	St. Augustine, FL 32084	0.35	530
Duval Street between West 15th and 16th	St. Augustine, FL 32084	0.38	550
El Dorado Way Pond (Between El Dorado Way and Miraloma Lane)	Ponte Vedra, FL 32082	0.65+	648
Lake Contera (West of Contera Drive)	Contera Dr S St. Augustine, FL 32080	1.37	1213
RP 73 (Mickler & Palm Valley Road, Roundabout - East)	Ponte Vedra, FL 32082	0.31+	548
RP 74 (Mickler & Palm Valley Road Roundabout - West)	Ponte Vedra, FL 32082	0.49+	705
RP 60 (Roberts Road, behind 1341 Roberts Road)	Ponte Vedra, FL 32082	0.93+	994
Rio Del Mar Street (Between #122 & #124)	Rio Del Mar St (Between 122 and 124) St. Augustine, FL	0.09	256
San Rafael Court (East of 1504 San Rafael Court)	San Rafael CT (East of 1505)	0.12	267
St. Johns Avenue & West 2nd Street	St. Augustine, FL 32084	0.27	450
St. Johns Avenue between West 2nd and 3rd Street	St. Augustine, FL 32084	0.15	440
St. Johns Avenue between West 3rd and 4th Street	St. Augustine, FL 32084	0.34	630
St. Johns Avenue between West 7th and 8th Street	St. Augustine, FL 32084	0.37	540
St. Johns Avenue & West 12 <sup>th</sup> Street	St. Augustine, FL 32084	0.37	540

Pond #63 of Madeore Street in West Augustine	633 Madeore Street, St. Augustine, FL 32084	0.88	744
<b>SHERIFF'S OFFICE</b>			
Sheriff's Department-Sheriff's Beach Operations	525 Old Beach Road, St. Augustine, FL 32080	0.25	382
Criminal Justice Facility (North of Lewis Speedway, West of Jail)	3955 Lewis Speedway, St. Augustine Fl. 32084	2.90	1850
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	4.75	1788
Emergency Communication & Training Facility	911 Law Enforcement Way, St. Augustine, FL 32084	1.71	1250
Emergency Communications & Training Facility, Fleet Building (Guard Shack Pond)	900 Law Enforcement Way St Augustine Fl 32084	0.20	400
<b>UTILITIES PONDS</b>			
Administration Building (Stormwater Pond)	1205 State Road 16, St. Augustine, FL 32084	0.25	535
Anastasia Island WWTP (North Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	325
Anastasia Island WWTP (Southeast Stormwater Pond)	860 W. 16th Street, St. Augustine, FL 32080	0.10	322
CR 214 WTP (Stormwater Pond)	2160 Water Plant Road, St. Augustine, FL 32084	0.82	1471
Hastings WWTP	819 N. Main Street, Hastings, FL 32145	0.34	541
Maintenance Complex (Stormwater Pond)	2100 Arc Drive, St. Augustine, FL 32084	1.98	2195
Marsh Landing WWTP (North Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	1.92	1637
Marsh Landing WWTP (South Pond)	166-A Marsh Cove Drive, Ponte Vedra Beach, FL 32082	2.13	1280
Northwest WRF (Northeast Stormwater Pond)	3450 International Golf Parkway, St. Augustine, FL 32092	0.81	759
Players Club WWTF (Stormwater Pond)	5250 Palm Valley Road, Ponte Vedra Beach, FL 32082	1.07	1050
SR 16 WWTP (Stormwater Pond)	3000 Industry Center Drive, St. Augustine, FL 32084	0.35	622



**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

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

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

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

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

Bidders: Having become familiar with requirements of the Service as specified herein, and having carefully examined the IFB Documents and Specifications entitled for IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE SERVICES, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision associated with performing all requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows and documented on **Attachment A**.

**TOTAL ANNUAL BID PRICE:**

\$ \_\_\_\_\_  
Total Annual Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Annual Price (Amount written or typed in words)

Bidders shall insert the Annual Pricing in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

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 bid, as principals, and that this bid is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Service Specifications.

We have made a full examination of the proposed services and the sources of supply for any specified 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 services 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.

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

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**ATTACHMENT "A"  
PRICING WORKSHEET**

Bidders must complete this form with the required information for use in completing the official County Bid form. Pricing must include any and all costs, fees, amounts, and charges associated with providing all labor, materials, equipment, transportation, supervision, necessary to perform the Services.

**BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY.** Failure to bid on all locations, complete and submit **Attachment "A"** Annual Pricing, shall be deemed non-responsive and removed from consideration for award of a contract. Bidders must multiple Monthly Price by twelve (12) to complete the Annual Price.

<b>DEPARTMENT PONDS</b>	<b>AREA (ACRES)</b>	<b>PERIMETER (LF)</b>	<b>MONTHLY PRICE</b>	<b>ANNUAL PRICE (MONTHLY X 12)</b>
<b>ANIMAL CONTROL PONDS</b>				
Animal Control Pet Center	0.86	248	\$	\$
<b>BUILDING OPERATIONS PONDS</b>				
Administration Building (West of San Sebastian)	0.68	727	\$	\$
Administration Building (West of Bldg.)	0.41	535	\$	\$
Administration Building (East of Bldg.)	0.71	916	\$	\$
Judicial Center (West of San Sabastian View)	1.56	982	\$	\$
Judicial Center (East of San Sabastian View)	1.58	1169	\$	\$
Southeast Courthouse Annex (East of Annex Bldg.)	0.18	443	\$	\$
Health & Human Services	1.05	775	\$	\$
<b>FIRE RESCUE</b>				
Fire Rescue Administration (Northwest of Bldg.)	0.56	668	\$	\$
Fire Rescue Administration (Northeast of Bldg.)	0.56	667	\$	\$
Fire Station #1	0.28	467	\$	\$
Fire Station #2	0.22	423	\$	\$
Fire Station #3	0.24	417	\$	\$
Fire Station #4	0.21	684	\$	\$
Fire Station #8	0.24	383	\$	\$
Fire Station #10	0.18	588	\$	\$
Fire Station #11	1.35	955	\$	\$
Fire Station #14	0.12	280	\$	\$
Fire Station #15	0.20	429	\$	\$
Fire Station #19	0.34	640	\$	\$
<b>LIBRARIES</b>				
Southeast Branch Library (West of Library Bldg.)	0.50	574	\$	\$
<b>PARKS AND RECREATIONS</b>				
Aberdeen Park (Northeast Pond)	0.7	775	\$	\$
Aberdeen Park (Southeast Pond)	0.25	330	\$	\$
Agricultural Center	6.30	1971	\$	\$
St. Augustine Little League	2.47	1481	\$	\$

Crossroads Trailhead Park	0.41	540	\$	\$
Davis Park (N Dog Walk Pond)	0.80	889	\$	\$
Davis Park (S Dog Walk Pond)	2.28	1636	\$	\$
Davis Park (Turf Pond)	0.40	614	\$	\$
Davis Park (Dispersion Swales (5))	0.13	5775	\$	\$
Davis Park (Stormwater Maintenance Facility-SWMF#1) Baseball	0.07	220	\$	\$
Davis Park (Stormwater Maintenance Facility-SWMF#2) Baseball	0.04	190	\$	\$
Davis Park (Stormwater Maintenance Facility-SWMF#3) Softball	0.06	215	\$	\$
Davis Park (Stormwater Maintenance Facility-SWMF#4) Football	0.04	190	\$	\$
Davis Park (Stormwater Maintenance Facility-SWMF#5) Soccer	0.16	0.337	\$	\$
Davis Park (Dry Ponds by Fields along Davis Park Boulevard)	0.14	325	\$	\$
Equestrian Center (East of Smith Rd., North of Equestrian Way)	1.05	912	\$	\$
Equestrian Center (Mid Pond) (East of Smith Rd., North of Equestrian Way)	0.77	845	\$	\$
Equestrian Center (Back Pond) (East of Smith Rd., North of Equestrian Way)	1.15	870	\$	\$
Equestrian Center (East of Smith Rd., South of Equestrian Way)	0.39	528	\$	\$
Bird Island Park	2.15	1455	\$	\$
Beluthahatchee Park	0.52	567	\$	\$
Mills Field	1.00	1,300	\$	\$
Mills Field	0.25	330	\$	\$
Nocatee Community Park (North Pond)	1.94	1547	\$	\$
Nocatee Community Park (South Pond)	0.56	650	\$	\$
Rivertown Park (North Pond)	0.93	1066	\$	\$
Rivertown Park (South Pond)	0.41	569	\$	\$
Rivertown Field 2	1.60+	1785	\$	\$
Twin Creeks Park (East side of Lakeside Academy) (West side of Intersection at Twin Creeks Drive and Trophy Lake Drive)	6.20	273600	\$	\$
Veterans Park (Southwest Football Field)	1.01	1065	\$	\$
Veterans Park (North Veterans Park Row)	0.67	682	\$	\$
Veterans Park (West Veterans Pkwy)	0.97	841	\$	\$
Golf Course Pond #2 (East of Cypress Links Blvd., North of Onion Creek Ct.)	0.90	773	\$	\$
Golf Course Pond #3 (East of Cypress Links Blvd., South of #4601 Legends Lane)	0.44	588	\$	\$
Golf Course Pond #4 (East of Cypress Links Blvd., South of #4609 Legends Lane)	0.30	446	\$	\$
Golf Course Pond #5 (West of Golf Ridge Dr., Runs Length of Golf Course)	14.42	9,721	\$	\$
Golf Course Pond #6 (East of Golf Ridge Dr., Between #4468 & #4480)	1.09	1,101	\$	\$
Golf Course Pond #7 (West of Cypress Links Blvd. Between #5402 & 5354)	2.10	2,006	\$	\$
Golf Course Pond #8 (East of Cypress Links Blvd., East of Clubhouse, West of Pond #7)	1.24	1,478	\$	\$
Golf Course Pond #9 (West of Cypress Links Blvd., Between #5350 & #5344)	0.59	720	\$	\$
Golf Course Pond #10 (East of Cypress Links Blvd., North of over Creek Drive)	8.64	3,283	\$	\$
Golf Course Pond #11 (N of Southern Loop of Cypress Links Blvd.)	11.24	6,567	\$	\$
Golf Course Pond #12 (Southeast of Cypress Links Blvd.)	5.94	2,750	\$	\$

Golf Course Pond #13 (South of Cypress Links Blvd., West of Pond #12)	0.50	663	\$	\$
Golf Course Pond #14 (East of Cypress Estates Dr., West of Pond #13)	4.71	2,697	\$	\$
Golf Course Pond #15 (West of Cypress Estates Dr., Southwest of Cypress Links Blvd.)	0.94	1,217	\$	\$
Golf Course Pond #17 (East of Cypress Links Blvd., North of Palmetto Bay Dr.)	0.23	400	\$	\$
Golf Course Pond #18 (East of Cypress Links Blvd., Between #4924 to #4966)	0.33	972	\$	\$
Golf Course Pond #19 (North of Golf Course Manut. Building 4845 Cypress Links Blvd.)	0.35	480	\$	\$
Golf Course Pond #20 (East of Cypress Links Blvd., and South of Golf Ridge Drive)	2.62	1,783.20	\$	\$
<b>ROAD &amp; BRIDGE</b>				
141 Knowlton Street	1.45	1430	\$	\$
605 Duval Street	0.35	530	\$	\$
Duval Street between West 15th and 16th	0.38	550	\$	\$
El Dorado Way Pond (Between El Dorado Way and Miraloma Lane)	0.65+	648	\$	\$
Lake Contera (West of Contera Drive)	1.37	1213	\$	\$
RP 73 (Mickler & Palm Valley Road, Roundabout - East)	0.31+	548	\$	\$
RP 74 (Mickler & Palm Valley Road Roundabout - West)	0.49+	705	\$	\$
RP 60 (Roberts Road, behind 1341 Roberts Road)	0.93+	994	\$	\$
Rio Del Mar Street (Between #122 & #124)	0.09	256	\$	\$
San Rafael Court (East of 1504 San Rafael Court)	0.12	267	\$	\$
St. Johns Avenue & West 2nd Street	0.27	450	\$	\$
St. Johns Avenue between West 2nd and 3rd Street	0.15	440	\$	\$
St. Johns Avenue between West 3rd and 4th Street	0.34	630	\$	\$
St. Johns Avenue between West 7th and 8th Street	0.37	540	\$	\$
St. Johns Avenue & West 12 <sup>th</sup> Street	0.37	540	\$	\$
Pond #63 of Madeore Street in West Augustine	0.88	744	\$	\$
<b>SHERIFF'S OFFICE</b>				
Sheriff's Department-Sheriff's Beach Operations	0.25	382	\$	\$
Criminal Justice Facility (North of Lewis Speedway, West of Jail)	2.90	1850	\$	\$
Emergency Communication & Training Facility	4.75	1788	\$	\$
Emergency Communication & Training Facility	1.71	1250	\$	\$
Emergency Communications & Training Facility, Fleet Building (Guard Shack Pond)	0.20	400	\$	\$
<b>UTILITIES PONDS</b>				
Administration Building (Stormwater Pond)	0.25	535	\$	\$
Anastasia Island WWTP (North Stormwater Pond)	0.10	325	\$	\$
Anastasia Island WWTP (Southeast Stormwater Pond)	0.10	322	\$	\$
CR 214 WTP (Stormwater Pond)	0.82	1471	\$	\$
Hastings WWTP	0.34	541	\$	\$
Maintenance Complex (Stormwater Pond)	1.98	2195	\$	\$
Marsh Landing WWTP (North Pond)	1.92	1637	\$	\$

Marsh Landing WWTP (South Pond)	2.13	1280	\$	\$
Northwest WRF (Northeast Stormwater Pond)	0.81	759	\$	\$
Players Club WWTF (Stormwater Pond)	1.07	1050	\$	\$
SR 16 WWTP (Stormwater Pond)	0.35	622	\$	\$

**AS NEEDED PRICING: This pricing shall not be utilized in consideration for award of the IFB.**

**\*Pricing for fish stocking in the format of price per one thousand (1,000) \$\_\_\_\_\_.**

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "B"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The Undersigned authority, \_\_\_\_\_ ("Affiant"), who being duly sworn, deposes and states that he/she is the \_\_\_\_\_ (Title) of the Bidder \_\_\_\_\_ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced service will be submitted from the Bidder, the Affiant, their 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 service. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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 service. 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "C"  
CONFLICT OF INTEREST DISCLOSURE FORM

Service (RFQ, RFP, BID) Number/Description: IFB No 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

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

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

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

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

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Please check the appropriate statement:



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



The undersigned Bidder, 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 services on the above referenced service.

Legal Name of Bidder: \_\_\_\_\_

Authorized Representative(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "D"  
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

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "E"  
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 sub-Contractor) or been sued by or had a formal claim filed by an owner, sub-Contractor or supplier resulting from a contract 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:

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Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

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2. List all pending litigation and or arbitration.

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3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

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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.

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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:

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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?

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

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**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:

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(Use additional or supplemental pages as needed)

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**ATTACHMENT "F"  
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

NAME OF FIRM/PARTNERSHIP/CORPORATION:

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

IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter "Affiant"),  
being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Bidder")  
hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractor performing services or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing services under the Agreement are legally authorized to services in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**IFB NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**ATTACHMENT "H"  
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address






**BID NO: 1974; COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES**

**SEALED BID MAILING LABEL**

**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>	
SEALED BID NO.:	<b>BID NO: 1974</b>
BID TITLE:	<b>COUNTYWIDE AQUATIC MAINTENANCE AND INSPECTION SERVICES</b>
DUE DATE/TIME:	<b>By 2:00PM – October 2, 2024</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**