



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

BID NO.: 11-38

**Weed & Pest Control Maintenance at
St. Johns County Athletic Fields**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, Fl 32086
(904) 209-0150**

Final: 1/12/11

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A - Affidavit

Attachment B – Certificate as to Corporate Principal

Attachment C – References

Attachment D – Jessica Lunsford Act Sworn Statement

Attachment E – License/Certification List

Bid Bond

CONTRACT FORMS AND CONDITIONS

Continuing Contract for Contractor (SAMPLE – For Reference Only)

PROJECT SPECIFICATIONS

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, February 9, 2011**, by Jaime Toney, Contract Coordinator for St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for **Field Weed & Pest Control Maintenance at SJC Athletic Fields**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The Contractor shall be responsible for providing any and all necessary labor, materials and equipment to apply herbicides and insecticides every thirty (30) calendar days and Chipco Choice once every calendar year to twenty one (21) athletic fields throughout St. Johns County. The Contractor shall be responsible for utilizing the specified equipment to perform the services as described in the Specifications, and for complying with any and all local, state and federal regulations, laws, ordinances, or codes regarding the use and application of insecticides and herbicides.

Any and all questions relative to this project shall be submitted, ***in writing***, to Jaime Toney, Contract Coordinator for St. Johns County Purchasing Department, via email to jtoney@sjcfl.us, fax to (904) 209-0159 or by mail to 2446 Dobbs Road, St. Augustine, FL 32086, no later than end of business (4:00PM) on Friday, January 28, 2011.

Any and all interested firms are required to be familiar with all locations included in this bid. No formal site visits or meetings will be held. It is the responsibility of each firm to visit each location if needed to submit a bid.

Bid Packages are available from Onvia/DemandStar Inc. at www.demandstar.com by requesting Document **#11-38**. A link to Onvia DemandStar is also available through the St. Johns County Website Purchasing page at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Vendors registered with DemandStar.com can download most packages at no cost. Vendors not registered with DemandStar may contact them at 800-331-5337 for information. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. Bid Package requests may also be sent to Jaime Toney, SJC Purchasing Department via email at jtoney@sjcfl.us or phone (904) 209-0158.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK
BY: _____

Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: BID NO: 11-38; Weed & Pest Control Maintenance for SJC Athletic Fields

DEFINITIONS

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

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed, and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from www.demandstar.com in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least twelve (12) days prior to the date for receipt of Bids. An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative **seven (7) days** prior to Bid receiving date, however, the

Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least fourteen (14) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

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

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO.: 11-38 - SEALED BID FOR: **WEED & PEST CONTROL MAINTENANCE AT SJC ATHLETIC FIELDS**. *See Example Below:*

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix its corporate seal.

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

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

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

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

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

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date

designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, if contact with submitted references is satisfactory, and does not exceed the funds budgeted for the Project. If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

REFERENCES

Award of a Contract shall be based, in part, upon the SJC Park Superintendent's appraisal of the low bidder's submitted References. Contact with any and/or all of the references submitted must be satisfactory in order for award of a Contract to be considered.

Each firm shall submit no less than five (5) references from separate, distinct and unrelated customers within the last three (3) years. References must be from athletic grounds or facilities that contracted the bidder's firm for the regular weed and pest control of the athletic fields. References shall not include one-time services for weed and/or pest control or yard maintenance for private homes.

References shall be submitted on Attachment "X" provided herein. Bidders shall submit all of the information requested on the form provided.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, must possess a current State of Florida Lawn & Ornamental Pest Control License, and must complete Attachment “E” – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Upon award, prior to execution of the Contract Agreement, the awarded bidder shall be responsible for obtaining a Local Business Tax Receipt for St. Johns County.

Each Bidder must have the ability and license to apply herbicides to treat the following:

- Broadleaf weed control
- Broadleaf and Sedge control
- Sedge and Bahia control
- Sedge control
- Broadleaf and Bahia control
- Broadleaf and grassy weed control
- Grassy weed control
- Contractor must be licensed to apply restricted use pesticides as needed on athletic turf

Each Bidder must have the ability and license to apply the following insecticides:

- Permethrin
- Talstar
- Orthene
- Others as needed

Bidders shall include proof of any and all necessary licenses and certifications required by the State of Florida to apply the herbicides and insecticides listed above with their submitted bid.

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor’s Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

JESSICA LUNDSFORD ACT

Multiple sites requiring the services described herein are located on school grounds. Each Bidder shall submit the required information on Attachment “D” – Jessica Lundsford Act Form.

Bidder and all persons, firms or entities working by, through or under this Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lundsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the Owner. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the Owner, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the Owner’s implementation requirements. Bidder hereby certifies that it and its subcontractors and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and Owner’s implementation requirements at all times during the performance of the work and that such compliance will be at Bidder’s sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or Owner’s implementation requirements to Owner, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and Owner’s implementation requirements upon discovery of non-compliance and to report such non-compliance to the Owner.

SUBCONTRACTORS

The Contractor is not permitted to utilize any Sub-Contractors under this Contract.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Continuing Contract Agreement for Contractors. Payment shall be based upon a stipulated price per location.

EXECUTION OF CONTRACT DOCUMENTS

The following shall be made a part of the Contract: The Contractor shall have ten (10) calendar days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured shall be provided by the Contractor, prior to the issuance of a "Notice to Proceed".

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - i. Premises/operations
 - ii. Products/complete operations
 - iii. Contractual liability
 - iv. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - i. Owned autos
 - ii. Hired autos
 - iii. Non-owned autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - i. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - ii. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

TAXES

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

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO.: 11-38

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

PROJECT: Weed/Pest Control Maintenance at SJC Athletic Fields

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

DATE SUBMITTED: _____

BID PROPOSAL OF

FULL LEGAL COMPANY NAME

Business Address

Telephone Number

Fax Number

Bidders: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the Bid Documents and Specifications, entitled for Bid No: 11-38; Weed/Pest Control for SJC Athletic Fields, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following Unit Price Bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL BID:

FOR: Weed/Pest Control at SJC Athletic Fields

*Total Annual Price shall be based on the Unit Prices listed on the following page. Each Bidder shall add all Unit Prices as directed and enter the Total Annual Price in the blanks below.

\$ _____
Total Annual Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically, the Total Annual Price in the space provided above. In the event of a conflict, the Price written in words shall be considered as the correct bid.

OFFICIAL COUNTY BID FORM (cont.)
UNIT PRICE SCHEDULE

Each Bidder shall enter a Unit Price for both weed/pest control and the application of Chipco Choice for each of the locations listed below. The Unit Price shall include any and all direct and indirect costs for each location including but not limited to labor, materials, equipment, transportation, etc. Once all Unit Prices are entered, each Bidder shall then add all Unit Prices for both weed/pest control and Chipco Choice application together and enter the total into the space provided for the Total Annual Price on the previous page.

Location	Acreage	Unit Price for Weed/Pest Control	Unit Price for Chipco Choice Application
Davis Park, 2455 Palm Valley Rd, Ponte Vedra Beach, FL 32082	32 Acres	\$	\$
Gamble Rogers, 6250 US 1 S, St. Augustine, FL 32086	12 Acres	\$	\$
Cornerstone Park, 1046 A1A N, St. Augustine, FL 32080	10 Acres	\$	\$
Treaty Park, 1595 Wildwood Dr, St. Augustine, FL 32086	12 Acres	\$	\$
Mills Field, 1805 Racetrack Rd, Jacksonville, FL 32259	10 Acres	\$	\$
Julington Creek Plantation, 3060 Racetrack Rd, Jacksonville, FL 32259	10 Acres	\$	\$
Switzerland Point Middle School, 777 Greenbriar Rd, Jacksonville, FL 32259	5 Acres	\$	\$
Landrum Fields, 230 Landrum Ln, Ponte Vedra Beach, FL 32082	9 Acres	\$	\$
Joe Pomar Park, 1600 Masters Drive, St. Augustine, FL 32084	6 Acres	\$	\$
Fruit Cove School, 3180 Racetrack Rd, Jacksonville, FL 32259	5 Acres	\$	\$
Palencia Park, 649 Palencia Club Dr, St. Augustine, FL 32095	6 Acres	\$	\$
R.B. Hunt Elementary School, 121 Red Cox Dr, St. Augustine, FL 32080	6 Acres	\$	\$
Osceola Elem., 1605 Osceola Elementary School Rd, St. Augustine, FL 32086	6 Acres	\$	\$
Veterans Park, 1332 Veterans Parkway, St. Johns, FL 32259	25 Acres	\$	\$
Hastings Football Field, 400 E Harris St, Hastings, FL 32145	2 Acres	\$	\$
Rivertown Park, 200 Swamp Oak Trail, St. Johns, FL 32259	10 Acres	\$	\$
Nocatee Park, 707 Little River Rd, St. Augustine, FL 32081	10 Acres	\$	\$
West Augustine Park, 1300 Duval St, St. Augustine, FL 32084	2.5 Acres	\$	\$
Pacetti Bay Middle School, 245 Meadowlark Lane, St. Augustine, FL 32092	2.5 Acres	\$	\$
Aberdeen II, 1401 Shetland Drive, St. Johns, FL 32259	8 Acres	\$	\$
Durbin Crossing, 345 Islesbrook Parkway, St. Johns, FL 32259	9 Acres	\$	\$

Each Bidder shall multiply the total of all unit prices in the weed/pest control column by 12 to get the Total Annual Price for Weed/Pest Control and enter that amount in the space provided below. *The Chipco Choice column needs only to be added together for a total to enter into the space provided below, no multiplication is needed.

Total Annual Price for Weed/Pest Control: \$ _____

Total Annual Price for Chipco Choice: \$ _____

Each Bidder shall add the totals for each column as shown above and enter that total in the space on the previous page for Total Annual Price.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the locations of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and 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 Contract Documents for the following total annual price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____(Seal)

By: _____
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Bid Proposal Attachments: "A" - Affidavit
"B" – Certificate as to Corporate Principal
"C" - References
"D" – Jessica Lunsford Act Sworn Statement
"E" – License/Certification List
Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 11-38, for Weed/Pest Control at SJC Athletic Fields, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

By: _____

(Title)

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

Notary Public:

Signature

Printed

My commission Expires: _____

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

ATTACHMENT B

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

ATTACHMENT C
REFERENCES

Each firm shall submit no less than five (5) references from separate, distinct and unrelated customers within the last three (3) years. References must be from athletic grounds or facilities that contracted the bidder's firm for the regular weed and pest control of the athletic fields. References shall not include one-time services for weed and/or pest control or yard maintenance for private homes. Please provide company name, address, phone, email, contact name and title, and year(s) of service for all five (5) references and attach as Attachment "C" to each copy of bid submitted.

ATTACHMENT "D"

ST. JOHNS COUNTY SCHOOL DISTRICT

**SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of St. Johns County, Florida (Hereinafter "Board" or "School Board")

by _____
(Print individual's name and title)

for _____ whose
(Print Name of entity submitting sworn statement)

business address is _____

and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn statement on
(Print individual's name and title)

statement on behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further I understand the Act defines "**contractual personnel**" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non- instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (e.g. A private bus service contractor) all
(Type of entity)
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of St. Johns County, Florida.

7. I understand that "level 2 screening requirements", as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

Initials

Page 1 of 2

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of St. Johns County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

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

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials

Page 2 of 2

ATTACHMENT “E”

License/Certification List

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

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

License Name	License #	Issuing Agency	Expiration Date

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For
Weed/Pest Control at SJC Athletic Fields
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX
SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION

CONTRACT FORM AND CONDITIONS

(SAMPLE - For Reference Only)

CONTINUING CONTRACT

for

This Contract Agreement is made as of this ____ day of _____, 20____, by and between **St. Johns County, Florida, 500 San Sebastian View, St. Augustine, FL 32084**, hereinafter referred to as the **COUNTY**, and _____ authorized to do business in the State of Florida, hereinafter referred to as the **CONTRACTOR**, whose address is _____, Phone _____ and Fax _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The Contractor's responsibility under this Contract is to provide _____ in accordance with the Contract Documents which include the Bid Documents and Bid Forms, Addenda, Specifications, all Field Orders and Change Orders and other amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a Task Order by Task Order basis.

The Contractor shall provide all labor, materials, and equipment necessary to complete _____ (scope)

Services of the CONTRACTOR shall be under the general direction of _____ or an authorized St. Johns County designee, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONTRACTOR shall approve each schedule, which will become a part of each task order. All testing and reports shall coincide with agency requirements.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, as follows: The CONTRACTOR will bill the COUNTY at the amounts set forth in each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract and the task order against which the CONTRACTOR is billing.
- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific task order.
- D. Contract Task Order. Value of this Contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs

were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

The CONTRACTOR warrants that all Services noted in this Contract shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for COUNTY review and approval prior to the execution of this Contract. The Certificates shall provide for the following:
- The COUNTY will be named as additional insured on all the General Liability, Auto Liability and Excess/Umbrella Liability policies.
 - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - The COUNTY Bid No. and Project Name will be stated on the certificate.
- C. Insurance Requirements
- d) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
 - e) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - i. Premises/operations
 - ii. Products/complete operations
 - iii. Contractual liability
 - iv. Independent contractors
 - f) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - i. Owned autos
 - ii. Hired autos
 - iii. Non-owned autos

Special Requirements

- d) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - i. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.**
 - ii. **Shall note Bid No. _____ on the Certificate**
 - iii. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- e) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- f) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

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

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an

Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 23 – DURATION AND EXTENSION

This Contract shall be effect for an initial one (1) year period from the day of acceptance by the County, may be renewed for up to a maximum of _____ () one (1) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of

this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order or task order.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes to a task in progress, or a contract change order, if the original contract is to be changed or amended the CONTRACTOR shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include Bid Documents/Specifications dtd 4/23/09 and Addendum #1 and 2, except for modifications issued after execution of this Contract, will be enumerated in each task order.

ARTICLE 29 - FLORIDA LAW AND VENUE

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

ARTICLE 30 - ARBITRATION

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

ARTICLE 31 - NOTICES

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

St. Johns County Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date of Execution

ATTEST:
CHERYL STRICKLAND, CLERK

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONTRACTOR:

Company Name

Name (Type or Print)

Signature

Title

Date of Execution

WITNESS:

Signature

Name (Type or Print)

Date of Execution

EXHIBIT "A"

BID NO.: _____

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with Unit Price Schedule as shown in Exhibit "_____". All fees shown in the Unit Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

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

EXHIBIT “_____”

Unit Price Schedule

Bid No. _____

EXHIBIT “B”

BID NO. _____

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on the date shown on the front page of the Contract Agreement on for a period of _____ (___) year or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for up to _____ (___), _____ (___) year terms upon satisfactory performance by the Contractor, the mutual agreement by both parties, the availability of funds and the continued need of the Owner for services.

MINIMUM SPECIFICATIONS & CONDITIONS

**MINIMUM SPECIFICATIONS & CONDITIONS
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

For: Weed/Pest Control at SJC Athletic Fields

Locations: **Davis Park – 2455 Palm Valley Road, Ponte Vedra Beach, FL 32082 – 32 Acres**
 Gamble Rogers – 6250 US 1 South, St. Augustine, FL 32086 – 12 Acres
 Cornerstone Park – 1046 A1A North, St. Augustine, FL 32080 – 10 Acres
 Treaty Park – 1595 Wildwood Drive, St. Augustine, FL 32086 – 12 Acres
 Mills Field – 1805 Racetrack Road, Jacksonville, FL 32259 – 10 Acres
 Julington Creek Plantation – 3060 Racetrack Road, Jacksonville, FL 32259 – 10 Acres
 Switzerland Middle School – 777 Greenbriar Road, Jacksonville, FL 32259 – 5 Acres
 Landrum Fields – 230 Landrum Lane, Ponte Vedra Beach, FL 32082 – 9 Acres
 Joe Pomar Park – 1600 Masters Drive, St. Augustine, FL 32084 – 6 Acres
 Fruit Cove School – 3180 Racetrack Road, Jacksonville, FL 32259 – 5 Acres
 Palencia Park – 649 Palencia Club Drive, St. Augustine, FL 32080 – 6 Acres
 R.B. Hunt – 121 Red Cox Drive, St. Augustine, FL 32080 – 6 Acres
 Osceola Elementary – 1605 Osceola Elementary School Rd, St. Augustine, FL 32086 – 6 Acres
 Veterans Park – 1332 Veterans Parkway, St. Johns, FL 32259 – 25 Acres
 Aberdeen II – 1401 Shetland Drive, St. Johns, FL 32259 – 8 Acres
 Durbin Crossing – 345 Islesbrook Parkway, St. Johns, FL 32259 – 9 Acres
 Hastings Football Field – 400 E Harris Street, Hastings, FL 32145 – 2 Acres
 Rivertown Park – 200 Swamp Oak Trail, St. Johns, FL 32259 – 10 Acres
 Nocatee Park – 707 Little River Road, St. Augustine, FL 32081 – 10 Acres
 Pacetti Bay Middle School – 245 Meadowlark Lane, St. Augustine, FL 32092 – 2.5 Acres
 West Augustine Park – 1300 Duval Street, St. Augustine, FL 32084 – 2.5 Acres

Scope of Work:

The Contractor shall be responsible for providing any and all necessary labor, materials and equipment to apply herbicides and insecticides every thirty (30) calendar days and Chipco Choice once every calendar year to twenty one (21) athletic fields throughout St. Johns County. The Contractor shall be responsible for utilizing the specified equipment to perform the services as described in the Specifications, and for complying with any and all local, state and federal regulations, laws, ordinances, or codes regarding the use and application of insecticides and herbicides.

Any unwanted grass within any of the athletic fields shall be considered a weed requiring services described herein for removal.

MSDS information shall be kept with the Contractor's spray technician at all times while performing services for the County. Copies of the MSDS information shall be provided immediately upon request.

Any and all safety requirements from the State of Florida Department of Entomology shall be used at all times during the application and handling of application of chemicals for these services.

Services shall not be performed at any public park if patrons are present or on school grounds if students or other persons are present. Services shall be rescheduled for a date/time when the park or school ground is unoccupied. This also applies to the occurrence of special events at any or all of the locations listed above.

At the conclusion of each application, a service statement shall be provided to the Parks Superintendent detailing services provided. A monthly evaluation may also be performed by the Parks Superintendent to review services provided at any or all of the athletic fields included herein.

These services shall be for weed and pest control only. St. Johns County Parks Maintenance Staff shall be responsible for applying any fertilizer or seeding for all locations included herein. This shall change only when approved, in writing, via Contract Amendment.

Service calls may be required between regularly scheduled applications at the request of the Parks Superintendent or Parks Operations Manager. These service calls shall be provided by the Contractor at no additional cost to the County. Failure of the Contractor to respond to any request for a service call within twenty four hours shall be considered a violation of the contract and may result in termination of the Contract Agreement.

All chemicals are to be property labeled for athletic turf.

Chipco Choice Requirements:

The Contractor shall apply Chipco Choice to all locations between March 31st and May 1st throughout the duration of the Contract.

Product Requirements:

1. Product must be slit applied.
2. Product must have a six month mole cricket guarantee offered by Bayer Chemical Company
3. Bayer Chipco Top Choice is **NOT** an acceptable alternate product.
4. No product substitutes for the chemical Fipronil shall be accepted.

Equipment Requirements:

The Contractor shall be required to provide the equipment necessary to properly slit in the Chipco Choice on all of the athletic fields listed above.

Scheduling of Work:

Work shall be performed during regular business hours (8:00am Monday – 5:00pm Friday) excluding holidays at all locations except for Gamble Rogers, Switzerland Point, Landrum Fields and Fruit Cove School where all work must be performed at times other than during school hours or when school activities are taking place. Work at these locations may be performed during Spring Break as preferred by the County.

Weed/Pest Control Requirements:

The Contractor shall apply weed/pest control herbicides and insecticides as approved by the Park Superintendent once every thirty (30) days through out the Contract Term.

Equipment Requirements:

1. Contractor shall use Precision Ground Driven Positive Displacement Metering System
2. No Broadcast Spreaders shall be used for these services
3. Any granular pesticides shall be applied by Air Assisted Dry Spray Boom Systems that are fed by Ground Driven Metering Systems
4. Equipment shall be calibrated as per chemical label application rates for all products used

Scheduling Requirements:

All applications shall be coordinated through the Parks Superintendent. The Contractor shall provide notification of any schedule change no less than twenty four hours in advance.

The Contractor shall perform two applications of growth regulator at locations specified by the Parks Superintendent as needed. The chemical used shall be Premo or an equivalent to Premo.

The Contractor shall be responsible for providing fire ant control on all treated areas.

The Contractor shall provide two (2) applications of Ron-Star 2G to all locations, at 100lbs per acre with each application, and shall not be applied with a fertilizer carrier. One application shall be in February and one shall be in April.