

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1566

## CONTRACTOR INFORMATION

Name: Charles Aquatics, Inc.

Address: 6869 Phillips Parkway Drive S. Jacksonville Florida 32256  
City State Zip

Contractor's Administrator Name: Douglas Charles Title: President

Tel#: 904-997-0044 Fax#: 904-807-9158 Email: dcharles@charlesaquatics.com

## CONTRACT INFORMATION

Contract Name: Total Aquatic Pond & Rim Ditch Management Contract Value: \$10,700.00

Brief Description: Total Aquatic Pond & Rim Ditch Management for the West Nassau Landfill and the Lofton Creek Landfill

Contract Dates : Two years from date of execution Status:  New  Renew  Amend#  WA/Task Order



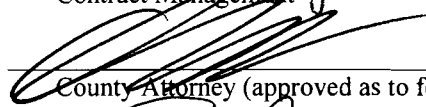

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Request for  
Quotes NC10-Q002

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase


New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |   |                |                          |
|----|---|----------------|--------------------------|
| 1. |  | <u>3/1/10</u>  | <u>70341534 - 546710</u> |
|    | Department Head Signature   | Date           | Funding Source/Acct #    |
| 2. |  | <u>3/3/10</u>  |                          |
|    | Contract Management   | Date           |                          |
| 3. |  | <u>3/8/10</u>  |                          |
|    | County Attorney (approved as to form only)  | Date           |                          |
| 4. |  | <u>3/15/10</u> |                          |
|    | Office of Management & Budget   | Date           |                          |

Comments: \_\_\_\_\_

### COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

  
 \_\_\_\_\_  
 Edward Sealover

3/15/10  
 \_\_\_\_\_  
 Date

RECEIVED  
CONTRACT MANAGEMENT  
2010 MAR -3 AM 10:29

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department 10:02:02
- Office of Management & Budget
- Contract Management
- Clerk Finance

TOTAL AQUATIC POND AND RIM DITCH MANAGEMENT

THIS AGREEMENT entered into this ~~1st~~ 15th day of March, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and Charles Aquatics, Inc., located at 6869 Phillips Parkway Drive S., Jacksonville, Florida 32256, hereinafter referred to as "Contractor".

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Contractor agrees to furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to provide said services set forth in the Request for Quote # NC10-Q002 Total Aquatic Pond and Rim Ditch Management for Nassau County attached hereto and incorporated herein as Attachment "A". In the event of conflict, the terms and conditions of this agreement shall prevail. Contractor agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of its ability, and in the best interest of Nassau County during the term of this agreement. All services provided shall be

performed in accordance with this agreement and with any and all applicable law, professional standards, and guidelines.

**SECTION 2. AUTHORIZATION TO PROVIDE SERVICES:**

Contractor shall not be authorized to provide any services as set forth in the Request for Quotes # NC10-Q002 Total Aquatic Pond and Rim Ditch Management until such time as Contractor has received written authorization from Nassau County. Contractor shall commence work as provided in written Notice to Proceed or issuance of purchase order, which shall serve as Notice to Proceed. In the event that Contractor commences any such services without such authorization, Contractor expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.

**SECTION 3. TERM**

This agreement shall commence effective upon execution by both parties and shall continue for two (2) years. The agreement is renewable upon mutual agreement of both parties, for three (3) additional one-year periods.

**SECTION 4. COMPENSATION**

Contractor shall be compensated in an amount and in accordance with the compensation schedule set forth in

Attachment "B" - Request for Quote # NC10-Q002 Total  
Aquatic Pond and Rim Ditch Management.

**SECTION 5. PAYMENT AND BILLING**

(a) The Contractor shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the Contractor be paid more than the Fixed Fee amount per unit price stated within each Purchase Order.

(b) Payments shall be made by the County to the Contractor, when requested, as work progresses for services furnished. Each Purchase Order shall be invoiced separately. Contractor shall render to County, an itemized invoice, properly dated, describing any services rendered, and the cost of the services, the name and address of the Contractor, Purchase Order Number, and all other information required by this Agreement.

(c) Payment shall be made after review and approval by County within forty-five (45) days from receipt of invoice, in accordance with Florida Statute 218, Florida Prompt Payment Act.

**SECTION 6. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be made by the County. All services performed must meet the specifications herein.

**SECTION 7. TERMINATION**

(a) The County may, by written notice to the Contractor terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its Agreement obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected unless the notice directs otherwise

(b) If the termination is for the convenience of the County, the Contractor shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the Contractor to fulfill its Agreement obligations, the County may take over the work AND PROSECUTE THE SAME TO COMPLETION BY OTHER Agreements or otherwise. In such case, the Contractor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. The Contractor shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Contractor, provided, however, that the Contractor shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such

causes may include acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the Contractor.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the Contractor had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT**

The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are

treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 9. APPROPRIATION**

Appropriations necessary for the funding of this Agreement shall be adopted annually by the County during the regular budget process. Non-appropriation by the County will cause this Agreement to terminate.

**SECTION 10. INDEMNIFICATION**

The contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

**SECTION 11. INSURANCE**

The contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by the Contractor as not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.



**Workers' Compensation:** The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Contractor shall agree to maintain Business automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage

Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**SECTION 12. DISPUTES**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Contractor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Contractor. This initial meeting shall take place no more than thirty (30)

days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Contractor's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be

initiated unless and until the procedures set forth herein are followed.

**SECTION 13. CONTROLLING LAWS AND VENUE**

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement, shall be held in Nassau County, Florida.

**SECTION 14. MODIFICATION**

This writing contains the entire Agreement of the parties, and shall supersede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 15. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its

officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 16. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 17. ACCESS AND AUDITS**


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

**SECTION 18. ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the county. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on this date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



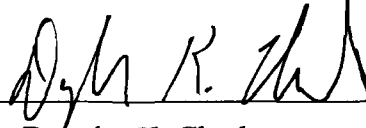
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EDWARD SEALOVER, COUNTY COORDINATOR

Its: Designee

[Contractor signature next page]

CHARLES AQUATICS, INC.



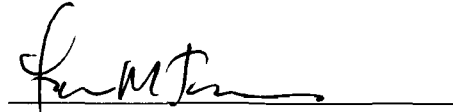
By: Douglas K. Charles

Its: President

STATE OF Florida  
COUNTY OF Duval

Before me personally appeared, Douglas K. Charles, who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1st day of March, 2010.



Notary Signature



LISA M. JACKSON  
MY COMMISSION # DD 852072  
EXPIRES: January 15, 2013

Notary-Public-State of Florida

My Commission expires:

January 15<sup>th</sup>, 2013

**ATTACHMENT "B"**

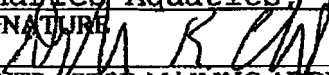
**QUOTE FORM**  
**TOTAL AQUATIC POND AND RIM DITCH MANAGEMENT**  
**West Nassau Landfill & Lofton Creek Landfill**  
**NC10-Q003 NC10-Q002**

To: Nassau County, Board of County Commissioners

This Bid Form is submitted in response to Nassau County's Request for Quote and is in accordance with all stated terms, conditions and specifications.

Item #	Location	Total Annual Cost
Site 1	West Nassau Landfill	\$ 9,500.00
Site 2	Lofton Creek Landfill	\$ 1,200.00
<b>TOTAL:</b>		<b>\$ 10,700.00</b>

**THIS FORM MUST BE COMPLETE, PROPERLY SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR QUOTATION WILL BE CONSIDERED INVALID.**

COMPANY NAME Charles Aquatics, Inc.	PHONE NUMBER (904) 997-0044
SIGNATURE 	PRINTED NAME/TITLE Douglas K. Charles, President
CONTRACTOR MAILING ADDRESS 6869 Phillips Parkway Dr. S	FAX NUMBER (904) 807-9158
CITY, STATE AND ZIP CODE Jacksonville, FL 32256	E-MAIL dcharles@charlesaquatics.com

**Nassau County reserves the right to require additional supporting documentation to the degree it feels necessary to determine the acceptability of any service proposed.**

**Attachment to Bid Form:**

1. Proposed Scope of Services detailing the activities to complete is attached
2. Schedule of completion for each proposed task is attached
3. A copy of the bidder's advertising literature is attached (optional)
4. Copies of required licenses are attached
5. Statement of Qualifications (Attachment C) is attached
6. Copy of Addenda Acknowledgement (if applicable) is attached
7. Copy of current Certificate of Insurance is attached



## ATTACHMENT "A" (Revised)

### TOTAL AQUATIC POND AND RIM DITCH MANAGEMENT WEST NASSAU LANDFILL AND LOFTON CREEK LANDFILL

#### SCOPE OF SERVICES

##### 1.0 SITE DETAILS AND LOCATION

1.1 Site 1      **West Nassau Landfill**  
**46026 Landfill Road**  
**Callahan, Florida 32011**

Total Aquatic services for the three (3) ponds and surrounding rim ditch as required by FDEP located at the West Nassau Landfill (**Treatment of cattails, shoreline grasses, water hyacinths and hydrilla**)

SE Pond approximate      313,113 sq ft 7.2 acres

NE Pond approximate      56,079 sq ft 1.3 acres

NW Pond approximate      17,072 sq ft 0.4 acres

Rim Ditch approximate      6200 ft

1.2 Site 2      **Lofton Creek Landfill**  
**(located directly behind the Nassau County Animal**  
**Control**  
**86078 License Road**  
**Fernandina Beach, Florida 32034**

Total Aquatic services for the pond and surrounding ditch as required by FDEP at Lofton Creek Landfill. (**Treatment of cattails, shoreline grasses, water hyacinths and hydrilla**)

Pond Size approximate      2420 ft

##### 2.0 SPECIFICATIONS / SCOPE OF WORK

Contractor shall provide aquatic weed control services meeting the following minimum required specifications.

- 2.1 Each site shall be inspected monthly during the peak growing season (March through September) and spray needs to be applied as needed. All species (native and invasive) need to be sprayed. Each site shall be inspected every other month during the non-growing season (October through February) and spray needs to be applied as needed.

- 2.2 Treatments to maintain reasonable control of excessive growth of aquatic vegetation is to be provided by the Contractor. In the event that growth of aquatic vegetation returns prior to the scheduled inspection period, the Contractor will be required to perform the required treatments.
- ~~2.3 Dead plants shall be pulled out and removed.~~
- 2.4 Contractor agrees to comply with all local, state, and federal safety standards while on the property of Nassau County. Contractor shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services under this agreement.
- 2.5 Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damages structures, work, materials, or equipment to the satisfaction of, and at no additional cost to the County.
- 2.6 All services must comply and meet the requirements of the Florida Department of Environmental Protection (FDEP) operating permit for each site.

### **3.0 LISENCE REQUIREMENTS**

- 3.1 The Contractor shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
- 3.2 Contractor must have a General Standards and Commercial Aquatic Pesticide License from the State of Florida.
- 3.3 Contractor must have a BMP (Best Management Practices) License
- 3.4 Contractor must be registered to do business in the State of Florida

