

CONTRACT FOR  
BEACH CLEANING SERVICES

THIS CONTRACT entered into this 10th day of February, 2020, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as “County”, **CITY COMMISSION OF FERNANDINA BEACH, FLORIDA**, hereinafter referred to as the “City” and **BEACH RAKER, LLC**. Located at 220 NE 13<sup>th</sup> Street, Pompano Beach, FL 33060 hereinafter referred to as “Contractor”.

WHEREAS, County and City received and opened sealed proposals for Beach Cleaning Services Bid No. NC19-019, on January 8, 2020 at 10:00 a.m.; and

WHEREAS, County and City determined that the Contractor was the most qualified bidder to complete the services set forth in Attachment “A”; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, County and City and Contractor agree as follows:

**SECTION 1. Description of Services to be Provided**

County and City do hereby retain Contractor to furnish services as further described in the Scope of Work/Technical Specifications attached hereto as Attachment “A” and made a part hereof.

**SECTION 2. Receiving/Payment/Invoicing**

County and City shall pay Contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been received, inspected and accepted by the County official in charge. Payment will be accomplished by submission of an invoice with the contract number referenced. Payment in advance of receipt of services by County and City cannot be made.

The invoice shall be submitted to the County official in charge and shall have sufficient detail as to services completed and price in order for the County official in charge to verify compliance with the awarded bid. Final payment will not be made in any event without written

consent of the sureties on the contractor's bond or until the County official in charge certifies that all obligation, terms and agreements of the contract have been met and completed.

### **SECTION 3. Acceptance of Services**

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets bid specifications and conditions. Should the services differ in any respect from specifications, payment will be withheld until such time as Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to County and City, County and City may refuse final acceptance of the services. Should a representative of County and City agree to accept the services on condition that Contractor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

### **SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of Contractor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

### **SECTION 5. Pricing**

Prices for services covered in the specifications and further described in Exhibit "1", attached hereto and incorporated herein, shall be firm and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

### **SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but County and City reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

### **SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for the services will be the responsibility of Contractor unless otherwise stated.

**SECTION 8. Taxes**

County and City are tax exempt. As such, County and City will not pay any Federal Excise or State of Florida Sales Tax. Contractor will refrain from including taxes in any billing.

**SECTION 9. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of County and City, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any litigation arising under this contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County.

**SECTION 10. Changes**

County and City reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in services. Contractor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to Contractor.

**SECTION 11. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in County and City.

**SECTION 12. Assignment & Subcontracting**

Contractor will not be permitted to assign its contract with County and City, or to subcontract any of the work requirements to be performed without obtaining prior written approval by County and City. Contractor, if County and City approves, shall ensure and provide assurances, that any subcontractor selected, and their employees or laborers, has the necessary qualifications and abilities to perform in accordance with the terms of this contract. Contractor, if subcontractor is approved by County and City, agrees to be responsible for all work performed and all expenses incurred.

- (a) Any subcontract agreements must be evidenced by a written document available to County and City, upon demand.

**SECTION 13. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this contract 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 14. Termination for Default**

The Contract may be terminated by County and City, in whole or in part, whenever County and City shall determine that Contractor has failed to meet the term(s) and/or conditions of the Contract, including failure to produce documents required.

#### **SECTION 15. Termination for Convenience**

County and City reserve the right to terminate the Contract in whole or part by giving Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from County and City, Contractor shall only provide those services specifically approved or directed by County and City. All other rights and duties of the parties under the contract shall continue during such notice period, and County and City shall continue to be responsible to Contractor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of Contractor.

#### **SECTION 16. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

#### **SECTION 17. Access and Audits**

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. County and City and the Clerk of Courts shall have access to books and records, during the term of the Contract and any extensions and up to the three (3) year period. County and City and Clerk of Courts shall have access to books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours, at County and City's or the clerk's cost, upon five (5) days' written notice.

#### **SECTION 18. Contractor Responsibilities**



Contractor will provide the services agreed upon herein with the specifications and requirement set forth herein, including attachments.

### **SECTION 19. Public Emergencies**

Contractor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that County and City shall require a “First Priority” for services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by County and City. Contractor agrees to rent/sell/lease services to County and City or governmental entities on a “first priority” basis. County and City expects to pay a fair and reasonable price for all services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

### **SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin on March 1, 2020 and terminate February 28, 2023. The performance period of this contract may be extended upon mutual contract between Contractor and County and City with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments not to exceed two (2) years total. Total contract length and individual one (1) year extensions shall be in County and City’s best interest and sole discretion. Any contract or amendment to the contract shall be subject to fund availability and mutual written agreement between County and City and Contractor.

### **SECTION 21. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At County and City’s election, this Contract may be terminated, based on the performance of Contractor, and a new award be granted without another formal bid.

### **SECTION 22. Escalation Clause**

Ninety (90) days prior to the end of the contract term, Contractor may request in writing an increase in prices. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to County and City. It is also expected that de-escalation of prices will be extended to County and City if market so reflects. County and City will consider a price adjustment based on the latest Consumer Price Index but will not consider price increases over the annual Consumer Price Index. Any and all proposed increases are subject to approval by County and City.

**SECTION 23. Supervision**

Contractor shall act as an independent contractor and not as an employee of County and City. County and City shall not exercise any supervision or control over Contractor's employees performing services under this Contract. Such employees shall be accountable not to County and City, but solely to Contractor, who in turn is responsible to County and City.

**SECTION 24. Indemnification and Insurance**

Contractor shall indemnify and hold harmless County and City 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 this contract, 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 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 County and City or any of its agents or employees, by any employee of 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 Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

Contractor shall, 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 in the General Information and Insurance Requirements, attached hereto as Exhibit "2". The requirements contained herein, as well as County and City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

**SECTION 25. Dispute Resolution**

County and City may utilize this section, at their discretion, as to disputes regarding contract interpretation. County and City may send a written communication to Contractor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County and City's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with County and City. This initial meeting shall take place no

more than twenty (20) days from the written notification of the dispute addressed to Contractor. Contractor should have a representative, at the meeting that can render a decision on behalf of Contractor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and City and the cost of mediation shall be borne by Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution.

### **SECTION 26. Public Records**

County and City is a public agency subject to Chapter 119, Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, [DMOODY@NASSAUCOUNTYFL.COM](mailto:DMOODY@NASSAUCOUNTYFL.COM), 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this contract, to the extent that Contractor is providing services to County and City, and pursuant to section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- c. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

### **SECTION 27. Request For Records: Noncompliance**

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify Contractor of the request, and Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

### **SECTION 28. Civil Action**

If a civil action is filed against Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Contractor has not complied with the request, the public agency and to Contractor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to Contractor at Contractor's address listed on its contract with the public agency or to Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

### **SECTION 29. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

Contractor, during the term of this contract, or any extension, has a continual duty to properly disclose to County and City, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving Contractor. If the existence of the proceeding causes County and City concerns that Contractor's ability or willingness to perform this contract is jeopardized, Contractor may be required to provide County and City with reasonable written assurance to demonstrate Contractor can perform the terms and conditions of the contract.

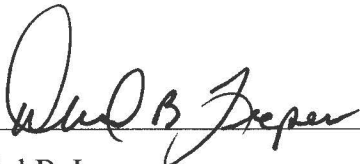
**SECTION 30. Entire Contract**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of County and City. 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Contract, which shall be deemed an original on this day and year first above written.

**NASSAU COUNTY,  
BOARD OF COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_

Daniel B. Leeper

Its: Chairman

Date: February 10, 2020

Attest as to authenticity of the  
Chair's Signature:

  
\_\_\_\_\_

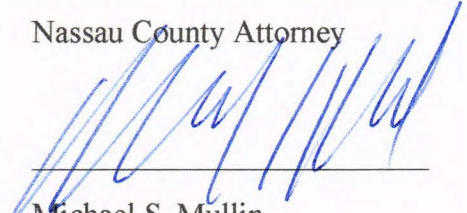
John A. Crawford

Its: Ex-Officio Clerk

MES  
2.13.20

Date: February 13, 2020

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_

Michael S. Mullin

Date: February 10, 2020

**CITY OF FERNANDINA BEACH**

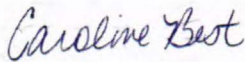


\_\_\_\_\_  
Dale Martin

Its: City Manager

Date: 2/21/20

Attest as to authenticity of the  
City Manager's Signature:



\_\_\_\_\_  
Caroline Best

Its: City Clerk

Date: 2/21/20

**APPROVED AS TO FORM AND LEGALITY:**

  
CITY ATTORNEY



BEACH RAKER, LLC

[Signature]  
By: GEORGE L JONES JR  
Its: PRESIDENT

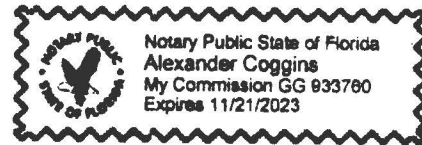
STATE OF Florida  
COUNTY OF palm Beach

Before me personally appeared by means of  physical presence or  online notarization  
George Jones, who is personally known  or produced  
LICENSE 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 5<sup>th</sup> day of February, 2020.

[Signature]  
Notary Signature

Notary-Public-State of Florida at large  
My Commission expires:





## ATTACHMENT "A"

## SECTION 2: SCOPE OF WORK

2.1 BEACHES, BEACH FRONT/BEACH PARKS:

The following beach areas are included in this bid request. The respondents will be responsible for actual measurement in miles of beach area(s).

1. South End Walkover
2. Burney Park
3. Peter's Point Park
4. Scott Road Beach Access
5. Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier
6. Main Beach Park
7. Seaside Park
8. North Beach Park

**Excluded Properties:**

1. Fort Clinch State Park
2. Amelia Island State Park
3. Any private beach owner or entity who expressly states, in writing, that they do not want their property cleaned.

2.2 CONTRACTOR'S RESPONSIBILITIES AND SCOPE OF WORK:Beaches

Contractor shall manually clean the beaches. Manual cleaning means cleaning of the beaches by picking up litter and debris by hand. This includes anything that is foreign to the beaches and shall include the area on the beaches from the water line to the easternmost toe of the frontal dune system and at all beach parks, including Peter's Point Park, Scott Road Beach Access, Burney Park, South End Walkover, Dee Dee Bartels

– North End Boat Ramp Nature Center and Fishing Pier, Main Beach Park, Seaside Park, and North Beach Park. This includes the walkovers and all parking areas. This shall be completed during appropriate times were natural lighting provide adequate visibility of all trash and debris.

No mechanical beach cleaning shall occur on any of the beach areas listed above. However, if at any time during the period of the contract, access or ingress to any beach is impractical due to eroded or washed-out conditions from marine disturbances, storms or other acts of God, or in the event access to the beaches is impractical due to depleted or diminished sand from tidal action, acts of God, or any causes that are beyond the control of the contractor, the contractor, will immediately notify County and City officials in charge.

All beach areas must be cleaned, and all personal items left unattended shall be removed between the hours of 12:00AM (Midnight) and 6:00AM local time. Personal items left on the beach are considered to be a nuisance. During marine turtle nesting season, beach areas must not be cleaned until the they have been surveyed for turtle crawls/nests. (May 1<sup>st</sup> – Nov 1<sup>st</sup>). The removal of items in accordance with County Ordinance No: 2016-16 and City Ordinance 2016-8 shall not commence until the hours after 12:00AM (Midnight).

Clean all beaches of seaweed (as allowed by permit), dead animals or marine life, food, glass, papers, and all other trash. Removal of the wrack, defined as the line of dried seaweed, marine vegetation, and other organic debris left on the beach by the action of the tides shall be prohibited year-round. However, removal of the wrack is authorized when County and City reasonably determine that the health of humans may be negatively affected. This will be billed separately as needed.

Contractor shall clean the Atlantic Ocean beach area in Nassau County, for County beaches from the southern boundary of the City limits south to the northern boundary of Amelia Island State Park, and clean City beaches from the southern boundary of the City limits north to the southern boundary of Fort Clinch State Park. Contractor shall record all trash and debris in tonnage and approximate cubic yardage. These records will be submitted with the monthly billing. Total beach area is from the southend boundary of Ft. Clinch State Park to the northern boundary of Amelia Island State Park.

Contractor shall clean around lifeguard towers, plants, trees, trash containers, retaining walls, etc., and other obstacles within the beach areas, pavilions and parking areas.

Contractor shall bury all deceased sea turtles (after they have been marked and report to the (FWC) Florida Fish and Wildlife Conservation Commission by the contractor), birds, or fish left on the beach.

Contractor shall dispose of beach trash items in provided Roll-Off Containers or Dumpsters that will be located at the City of Fernandina Public Works yard located at 1180 S 5th St, Fernandina Beach, FL 32034, the cost of Roll Off Dumpster Emptying shall not be included in the contract.

Beaches shall be cleaned twice (2x) per day on all 3-day holiday weekends. This contract does not include the following:

1. Cleaning of beach park bathrooms
2. Cleaning of oil spills
3. Removal of beached whales or other large sea creatures
4. Emptying of trash receptacles in City Beach Parks located west of the City Beach Walkovers and access pathways
5. Excessive debris due to hurricane or named storm, as determined by County and City

Report all suspected oil or hazardous material on the beach to the National Response Center immediately. (800) – 424 – 8802 or #DEP from a cell phone.

### 2.3 BEACH FRONT TRASH CONTAINER REQUIREMENTS AND LOCATIONS

Beach trash containers (30-50 containers) located in unincorporated areas of Amelia Island on County beaches east of the dunes shall be emptied accordingly to schedule defined in Section 2.14 of this document.

### 2.4 ITEMS TO BE FURNISHED BY CONTRACTOR

Contractor shall furnish all labor, equipment, and all other materials, supplies and incidentals, etc. for the cleaning of beaches, and other incidental work thereto, as specified herein. Cost for these items shall be included in the Bid Price.

### 2.5 REMOVAL AND DISPOSAL OF ALL DEBRIS, TRASH, RUBBISH, ETC.

Contractor shall be familiar with County and City recycling programs. Contractor may take recyclable

trash collected from the beach to appropriate recycling stations.

Under no circumstances shall trash collected from areas other than the beaches of County or City be brought to the trash/debris collection location.

2.6 CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL EMPLOYEES ADHERE TO THE FOLLOWING MINIMUM RULES/REGULATIONS

Personal items found on the beach shall be handled as required by Florida law and County and City ordinances.

Contractor and its employees shall always have identification cards indicating their employment while on duty and shall display these on their outer clothing in visible sight.

Contractor and its employees shall be knowledgeable of, and adhere to, all County and City ordinances.

Contractor shall be responsible for assuring that beaches are in safe and clean condition at all times and shall report to County and City officials in charge of any conditions which might require immediate attention by County and City.

2.7 BEACH CLEANING EQUIPMENT

The beach cleaning equipment to be used shall be capable of completing the above described work within the specified work period.

Servicing or storing of any equipment shall not be done within any beach park or beach area. Equipment shall not be parked or stored on any County or City property without prior authorization.

All vehicles utilized for beach and park clean-up is required to clearly display Contractors name and phone number.

In addition, all vehicles shall display a working strobe or rotating yellow light visible 360 degrees at all times. At no time shall any beach vehicle be operated above 5 MPH.

Only employees, owners of contractor company, or governmental officials shall be permitted to operate or ride in beach cleaning vehicles upon County and/or City beaches during clean-up operations.

Access to the beach shall be through the authorized beach access ways provided for beach cleaning and emergency vehicle access or other routes as approved by County and City.

2.8 POSTPONED WORK SCHEDULE MAKE-UP

If inclement weather or any other unavoidable condition prevents Contractor from performing the work on a scheduled date, Contractor shall report such to County and City officials in charge. Contractor shall make up the corresponding number of work days postponed, in accordance with the directions given by County and City officials in charge. No additional compensation will be allowed for such extension or for corrective work undertaken.

All make-up work shall be by mutual agreement between Contractor and County and City officials in charge.

In the event any make-up work is impracticable and cannot be performed, Contractor will not be paid for

any such non-performance or incomplete work. Payment for the work shall be pro-rated and Contractor shall be paid only for the days worked.

## 2.9 LIQUIDATED DAMAGES

It shall be mutually agreed and understood between the parties to the Contract that time and strict adherence to the work requirements shall be the essence of the contract, and in case of failure on the part of Contractor to complete each cleaning within the time agreed upon and within the specified work requirements, County and City will be damaged and the amount of said damages, being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed at two hundred and fifty dollars (\$250.00) for each cleaning day for each infraction. Contractor hereby agrees to pay County and City as liquidated damages in the above amount. Any of the following infractions shall result in the assessment of liquidated damages:

Failure of Contractor to notify County and City officials in charge that the work performance cannot be performed or completed on the regularly scheduled date.

Failure of Contractor to report for work on the regular and make-up work date after notifying County and City officials in charge that the work will be performed.

Failure of Contractor to provide the beach cleaning due to equipment failure. It is Contractor's responsibility to provide equipment at his own expense to clean the beaches.

Failure to keep the beach clean of trash and other debris. For any other violation of the contract requirements.

## 2.10 EXCEPTIONS:

Collecting and disposing of unusually large amounts, as determined by County and City, of seaweed from unusual flood tides, heavy tidal actions, marine turbulence, marine storm or other acts of God.

All exceptions shall be made up by mutual agreement between Contractor and County and City officials in charge as soon as practicable. Contractor shall not be paid for any work scheduled that is incomplete or not performed.

## 2.11 EROSION CONTROL, BEACH REPAIR AND HAZARD MANAGEMENT

Any existing utilities and structures such as water lines, electric conduits, sewer lines, drinking fountains, buildings, etc., which may be damaged by Contractor's equipment, employees, etc., shall be immediately repaired to County and City standards by Contractor within eight (8) hours after damage.

If the repairs are not completed within the specified time, County and City reserve the right to hire another contractor to make the necessary repairs and deduct the repair costs from the amount owed by Contractor, if any, or to invoice Contractor for such repairs.

## 2.12 EROSION CONTROL AND BEACH REPAIR

Contractor must possess equipment capable of providing certain beach repairs and erosion control measures. The beach is, from time to time, in need of certain measures for erosion control and repair and, Contractor

agrees to provide the following services as allowable by local, State and Federal regulations: As per County Public Works Representative and City Public Parks & Recreation Department.

Back filling of washouts, particularly at the foot of beach walkovers. Grading of excessive sand deposits.

Grading of escarpments to a more easily navigated slope. Adding sand to and grading around lifeguard stations.

Contractor is responsible for obtaining any required permits for any of the above action.

## 2.13 HAZARD MANAGEMENT

Contractor agrees to provide such hazard management services as County and City shall reasonably, as determined by County and City, request; including, but not limited to, the removal of broken glass, the shoring of eroded and deteriorated walkways by moving fill into place around them, grading storm-cut escarpments and removing threatening debris. Contractor shall have equipment available to lift and remove the beach foreign material within acceptable levels agreed upon between the contractor and County and City officials in charge. Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by County and City officials for the correction of such hazardous conditions as promptly as reasonably possible.

## 2.14 CLEANING SCHEDULE

### Beach Cleaning

Frequency is subject to change depending on volume and capacity.

**Time Frame: November 1 – February 28**

Seven (7) days per week

**Time Frame: March 1 – October 31**

Seven (7) days per week

## 2.15 ADDITIONS/DELETIONS

Any addition or deletion to the cleaning and trash schedule noted above shall be based on the quoted daily rate and shall be agreed to by the parties in writing.

## 2.16 TERMS AND CONDITIONS

Contractor agrees that the services to be rendered shall be performed under the following conditions:

Compliance with Labor Laws. All applicable laws of Federal and State governments relating to workers compensation, unemployment compensation, payment of wages and safety will be fully complied with.



Bid Prices. All pricing included on the Price Proposal form Exhibit 1 will include all applicable fees and taxes.

Services. Services to be furnished will be for the exclusive use of County and City.

Breach of Contract. In the event of any breach of any of the terms and conditions of the contract, County and City shall have, in addition to any other recourse, the right to terminate the contract without service of notice or resort to legal process and without any legal liability on its part and the right to require payment from the performance guarantee of all amount due to County and City.

Compliance with Law. Contractor shall observe and comply with all laws, statutes, ordinances, and all rules and regulations of the United States, the State of Florida, the County of Nassau, City of Fernandina Beach, or any department or agency.

Rights and Remedies of County and City. Notwithstanding any other provision herein, in the event Contractor fails, neglects, or refuses to perform the services as specified, County and City reserve the right to either perform the work or purchase the service in the open market. Should County and City perform the service or purchase the service in the open market, County and City shall deduct any monies due or that may thereafter become due to Contractor, the actual cost thereof, to County and City. In case any money due Contractor is insufficient for said purpose, Contractor shall pay the difference upon demand by County and City.

Vehicles on Beaches and In Beach Parks. Contractor will need to receive permission from County and City officials to have any vehicles or equipment on the beaches. Contractor will furnish a list of equipment and vehicles they will need to perform the work contracted to County and City officials for their approval.

Termination of Contract. The contract may be terminated by County and City, in whole or in part, whenever County and City shall determine that Contractor has failed to meet the term(s) and/or conditions of the contract, including failure to produce documents required. County and City reserve the right to terminate the contract in whole or part by giving Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from County and City, Contractor shall only provide those services specifically approved or directed by County and City. All other rights and duties of the parties under the contract shall continue during such notice period, and County and City shall continue to be responsible to Contractor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of Contractor.

Payments. Payments for any of the above work will be made to Contractor on a monthly basis for the proportionate percentage of that specific month's work completed less liquidated damages, if any, upon submission of one (1) copy of invoice to County official in charge; payment should be made within forty-five (45) days after County official in charge approves invoices provided, however, that final payment will not be made in any event without written consent of the sureties on Contractor's bond or until County official in charge certifies that all obligation, terms and agreements of the contract have been met and completed.

2.17 **ESCALATION CLAUSE\*\***- Ninety (90) days prior to the end of the contract term, Contractor may request in writing an increase in prices. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to County and City. It is also expected that de-escalation of prices will be extended to County and City if market so reflects. County and City will consider a price adjustment based on the latest Consumer Price Index but **will not consider price increases over the annual Consumer Price Index**. Any and all proposed increases are subject to approval by County and

City.

If any escalation cost is to be considered, it shall be plainly stated in the Price Proposal Form as either a percentage figure and/or in a numerical order.

**\*\* This item must be submitted with the bid package.**

If at any time during the term of the contract should economic conditions warrant a decrease in the contract prices, the contract prices shall be adjusted accordingly.

**EXHIBIT 1**

**Option B**

**BREAKDOWN OF COST PER MONTH**

**Unincorporated Beach Areas of the County**

**Litter and Debris – Pick up**

**Time Frame: 365 Days =Annually  
Seven (7) days per week**

Per Month @ \$ 9,000 per period = \$ 108,000 —

**Unattended Personal Property Removal - County Ordinance 2016.16**

**Daily Removal: 365 Days = Annually Per Month @ \$ 5,000 per period = \$ 60,000 —**

**City of Fernandina Beach Areas**

**Litter and Debris – Pick up**

**Time Frame: 365 Days =Annually  
Seven (7) days per week**

Per Month @ \$ 8,000 per period = \$ 96,000 —

**Unattended Personal Property Removal – As per City of Fernandina Beach**

**Daily Removal: 365 Days = Annually Per Month @ \$ 5,000 per period = \$ 60,000 —**

**Escalation Cost (End of Contract Term):** 0 **(% or Dollar Amount)**

Award will be based on the discretion of County by the Designated Panel and with the best interest of County. County retains the option to award and/or reject any or all bids.

Bidder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means to all the work and finish all the material specified on this contract and approved by County in the manner and time prescribed and according to the requirements of County as therein.

NOTE: All entries in the proposal must be clearly, either typewritten or hand lettered legibly, in ink. Where indicated, bid prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words shall be grounds to disqualify the bid.

**TOTAL BID FOR SERVICES** \$ 324,000.00

BEACH RAKER LLC  
Company Name

  
Authorized Signature



**EXHIBIT "2"**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and  
Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage,



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Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing contract.

Certificates of Insurance and the insurance policies required for this contract shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this contract will include a provision that policies, *except Workers' Compensation and Professional Liability*, are primary and noncontributory to any insurance maintained by Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the contract or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for Contractor/Vendors covenants to and indemnification of the Authority under this contract

Certificates of Insurance and the insurance policies required for this contract shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this contract and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Contract or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the

Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the contract.