

SECOND AMENDMENT TO CONTRACT
FOR BEACH CLEANING SERVICES

THIS SECOND AMENDMENT TO THE CONTRACT FOR BEACH CLEANING SERVICES (hereinafter "Amendment") is made by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), the **City Commission of Fernandina Beach, Florida**, (hereinafter referred to as the "City") and, **Beach Raker, LLC** a business having its primary business location at 220 NE 13th Street, Pompano Beach, Florida 33060 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Beach Cleaning Services dated February 10, 2020 (hereinafter "Contract") which was amended on February 27, 2023 to increase the overall contract amount and extend the performance period through February 29, 2024; and

WHEREAS, the Parties now desire to further amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 20. of the Contract is hereby amended to extend the performance period of the Contract for an additional one (1) year and the Contract shall now terminate on February 28, 2025.

SECTION 2. Section 5. of the Contract is hereby amended to increase the compensation amount for the goods/services to be provided under the Contract by Three Hundred Twenty-Four Thousand Dollars and 00/100 (\$324,000.00) to account for the final extension of the performance period, and the County shall now compensate the Vendor in an amount not to exceed One Million, Six Hundred Twenty Thousand Dollars and 00/100 (\$1,620,000.00).

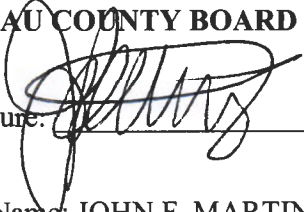
SECTION 3. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

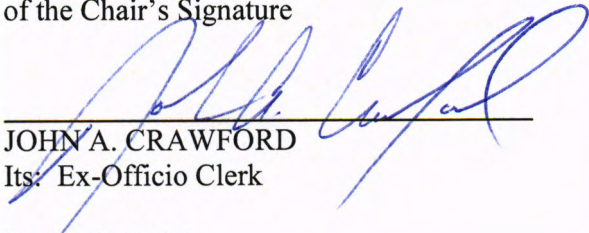
Signature:  _____

Print Name: JOHN F. MARTIN

Title: Chairman

Date: 2-12-24

ATTEST to authenticity
of the Chair's Signature



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Date: 2-12-24

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May

DENISE C. MAY, County Attorney

BEACH RAKER, LLC


Signature: Steven Sterneck _____

By: STEVEN M. STERNECK

Title: Manager

Date: 1/23/2024

CITY COMMISSION OF FERNANDINA BEACH, FLORIDA



Interim Designee Charles L. George
Interim City Manager

Its: City Manager

Date: 3/19/24

Attest as to authenticity of
the City Manager's Signature



Caroline Best
Caroline Best

Its: City Clerk

Date: 3/19/24

APPROVED AS TO FORM AND LEGALITY



City Attorney
City Attorney

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 1st – Nov 1st). 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.

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

[Signature]
Authorized Signature