

Contract Tracking No. \_\_\_\_CM3880\_\_

**NASSAU COUNTY PIGGYBACK AGREEMENT FOR DEMOLITION  
AND REMOVAL OF STRUCTURES AND MATERIALS**

**THIS NASSAU COUNTY PIGGYBACK AGREEMENT** (hereinafter “Agreement”) is by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, hereinafter called “County” and **Elev8 Partners, LLC**, a Florida limited liability company d/b/a Elev8 Demolition, hereinafter called “Vendor”.

**WHEREAS**, the County requires the following goods and services: All labor, equipment, materials, and transportation necessary for the demolition and removal of structures and materials on an as-needed basis; and

**WHEREAS**, the Vendor has previously entered into a Contract, identified as Master Contract # 21-MCC-ELE-13738, with St. Johns County, Florida, a political subdivision of the State of Florida (hereinafter “Lead Contracting Agency”) pursuant to a formal competitive procurement process for the same goods and services (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

**WHEREAS**, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of Exhibit A and

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

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

- |                  |  |
|------------------|--|
| <b>Exhibit A</b> | <b>ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY<br/>AND CONTRACT AMENDMENT NO. 1</b> |
| <b>Exhibit B</b> | <b>VENDOR’S PROPOSAL-UNIT PRICE LIST</b>   |
| <b>Exhibit C</b> | <b>INSURANCE DOCUMENTS</b>   |

Contract Tracking No. \_\_\_\_CM3880\_\_

**SECTION 3. Prices, Parties and Additional Terms and Conditions.**

3.1 The Vendor shall be compensated in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in accordance with Vendor's Proposal attached hereto and incorporated herein as Exhibit B. The Vendor's Proposal shall reflect the pricing under the same terms and conditions as contained in Exhibit A or lower if needed but cannot exceed the pricing listed in Exhibit A.

3.2 All references to the Lead Contracting Agency in Exhibit A shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

**SECTION 4. Term of Agreement.**

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on June 24, 2026.

**SECTION 5. Termination for Default.**

5.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 6. Termination for Convenience.**

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the



Contract Tracking No. \_\_\_\_CM3880\_\_

County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 7. Public Records.**

**7.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor 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.
- c. 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 agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and

Contract Tracking No. \_\_\_\_CM3880\_\_

maintains public records upon completion of the Agreement, the Vendor 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 County.

- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
  - (a) The Court determines that the Vendor 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 the Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business



Contract Tracking No. \_\_\_\_CM3880\_\_

days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

#### **SECTION 8. E-Verify.**

**8.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's

Contract Tracking No. \_\_\_\_CM3880\_\_

contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**8.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

**8.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

**SECTION 9. Prompt Payment Act.**

**9.1** All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

**SECTION 10. Notices.**

**10.1** All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Katie Peay

Address: 96161 Nassau Place

Yulee, FL 32097

Telephone Number: 904-530-6391

E-mail Address: [kpeay@nassaucountyfl.com](mailto:kpeay@nassaucountyfl.com)



Contract Tracking No. \_\_\_\_CM3880\_\_

**SECTION 11. Fiscal Funding.**

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

**SECTION 12. Indemnification.**

12.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Agreement.

**SECTION 13. Insurance.**

13.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

13.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 14. Independent Vendor Status.**

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute

Contract Tracking No. \_\_\_\_CM3880\_\_

the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

14.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

**SECTION 15. Taxes, Liens, Licenses and Permits.**

15.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

**SECTION 16. Assignment.**

16.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

**SECTION 17. Compliance with Laws.**

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

**SECTION 18. Governing Law and Venue.**

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

**SECTION 19. Severability.**



Contract Tracking No. \_\_\_\_CM3880\_\_

**19.1** 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 20. Human Trafficking Affidavit.**

**20.1** In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Contract Tracking No. \_\_\_\_CM3880\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

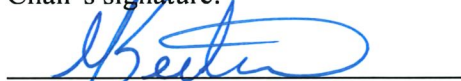
**COUNTY:**

**BOARD OF COUNTY  
COMMISSIONERS OF NASSAU  
COUNTY, FLORIDA**, a political  
subdivision of the State of Florida



A.M. "Hupp" Huppmann  
Chairman, Board of County Commissioners

Attest as to authenticity of the  
Chair's signature:



Mitch L. Keiter  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

  
DENISE C. MAY

**VENDOR:**

**ELEV8 PARTNERS, LLC**, a Florida  
limited liability company, d/b/a ELEV8  
Demolition



3/6/2025

By: BENJAMIN PFOTENHAUER  
Its: Partner  
Address: 4627Heckscher Drive  
Jacksonville, FL 32226



## Original Contract with Lead Contracting Agency and Contract Amendment No. 1

**CONTRACT AGREEMENT****Bid No: 21-79; Demolition & Removal of Structures & Materials****Master Contract #: 21-MCC-ELE-13738**

This Contract Agreement, ("Agreement") is made as of this 25th day of June, 2021, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **ELEV8 Partners, LLC, DBA ELEV8 Land Clearing & Demolition** ("Contractor"), authorized to do business in the State of Florida, with offices located at 2825 Mayport Road, Jacksonville, FL 32233; Phone: (904)524-1769; and Email: [ben@elev8jax.com](mailto:ben@elev8jax.com).

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon signature by all parties, as of the Effective Date shown above, shall remain in effect for an initial contract term of three (3) calendar years, and shall have one (1) available two (2) year renewal term exercisable by the County, contingent upon satisfactory performance by the Contractor, mutual agreement by both parties, availability of funds, and the continued need for the specified services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 31;
- St. Johns County Bid No. 21-79 and all issued Addenda (Exhibit A);
- Unit Price List (Exhibit B);
- FEMA Public Assistance Program Required Contract Clauses (Exhibit C);
- Any task order, or any change order to a task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 14 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

**ARTICLE 3 – SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, equipment, materials, and transportation necessary for the demolition and removal of structures and materials on an as needed basis, as specified in the Scope of Work attached hereto as Exhibit "B", proposed by the Contractor, approved by the County in accordance with Bid No: 21-79 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Code Enforcement or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – TASK ORDERS**

The Contractor shall not perform any services under this Agreement until a Task Order for such services has been executed by authorized representatives of both parties. All Task Orders under this Agreement shall be issued on a form provided by the County. Each Task Order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any changes to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.



**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. Compensation for services under this Agreement is contingent upon the execution of a Task Order as provided in Article 4, which must be issued prior to provision of the services by the Contractor.
- B. Compensation for each Task Order shall be based on the Unit Prices as approved, and provided herein on Exhibit "B". No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 31.
- C. It is expressly understood that the Contractor is not entitled to the amount of compensation set forth in any given task order. Rather, the Contractor's compensation is based upon the Contractor's satisfactory completion and delivery of all work product and deliverables noted in each Task Order.
- D. The Contractor shall bill the County for services satisfactorily performed as provided in each Task Order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.735, Florida Statutes).
- E. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices must reference this Agreement and the task order against which the Contractor is billing. The County may reject any incorrect or incomplete invoice from the Contractor, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- F. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific task order.
- G. Task Order. The Value of this Agreement is based on duly executed Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- H. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Code Enforcement Department  
Attn: Roderick Potter  
4040 Lewis Speedway  
St. Augustine, Florida 32084

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

**ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.



**ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

The Contractor shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
<u>Ben Pfothenhauer</u>	<u>Partner</u>	<u>904-524-1769</u>	<u><a href="mailto:ben@elev8jax.com">ben@elev8jax.com</a></u>
<u>Jon Pfothenhauer</u>	<u>Partner</u>	<u>904-524-1769</u>	<u><a href="mailto:jon@elev8jax.com">jon@elev8jax.com</a></u>

Any changes or substitutions in the Contractor's Key Personnel must be made known to the County's representative, and written approval granted by the County before said change or substitution can become effective.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

The County shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
<u>Leigh Daniels</u>	<u>Purchasing Manager</u>	<u>904-209-0154</u>	<u><a href="mailto:ldaniels@sjcfl.us">ldaniels@sjcfl.us</a></u>
<u>Greg Lulkoski</u>	<u>Procurement Coordinator</u>	<u>904-209-0156</u>	<u><a href="mailto:glulkoski@sjcfl.us">glulkoski@sjcfl.us</a></u>
<u>Roderick Potter</u>	<u>Code Enforcement Inspection Supervisor</u>	<u>904-209-0726</u>	<u><a href="mailto:rpotter@sjcfl.us">rpotter@sjcfl.us</a></u>

**ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority



and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 15 - INSURANCE**



The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability.** A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and reasonable attorneys' fees, arising out of and to the extent caused by the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 17 – CONTRACTOR SAFETY AND HEALTH REQUIREMENTS**

##### **A. OSHA REQUIREMENTS**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

##### **B. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

##### **C. TRAINING AND EDUCATION**



Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocution Hazards.

**D. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**E. TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)**

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

**ARTICLE 18 – SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

**ARTICLE 19 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party



beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 20 – REMEDIES**

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

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

#### **ARTICLE 21 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

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

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

#### **ARTICLE 22– EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

#### **ARTICLE 23 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

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

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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



contemplated hereby.

#### **ARTICLE 24 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 25 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 26 – 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 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 cost, upon five (5) days written notice.

#### **ARTICLE 27 – NONDISCRIMINATION**

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

#### **ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT**

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

#### **ARTICLE 29 – ENFORCEMENT COSTS**

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

#### **ARTICLE 30 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 31 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.



**ARTICLE 32 – SEVERABILITY**

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

**ARTICLE 33 – AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 34 – FLORIDA LAW & VENUE**

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

**ARTICLE 35 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 36 – NOTICES**

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

St. Johns County Purchasing Department  
**Attn: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Elev8 Partners, LLC  
**Attn: Ben Pfothhauer**  
2825 Mayport Road  
Jacksonville, Florida 32233

**ARTICLE 37 - HEADINGS**

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

**ARTICLE 38 –PUBLIC RECORDS**

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), Freedom of Information Act (Chapter 286, Florida Statutes) and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on

behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### **ARTICLE 39 – USE OF COUNTY LOGO**

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

#### **ARTICLE 40 – SURVIVAL**

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

#### **ARTICLE 41 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

#### **ARTICLE 42 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES**

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "C", the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

-----



**Bid No. 21-79; Demolition & Removal of Structures & Materials**

**County:**

St. Johns County, FL (Seal)  
(Typed Name)

By: [Signature]  
Signature of Authorized Representative

Leigh A Daniels, CPPB,  
Printed Name

Purchasing Manager  
Title

6/25/21  
Date of Execution

**Contractor:**

ELEV8 Partners, LLC (Seal)  
(Typed Name)

By: [Signature]  
Signature of Authorized Representative

BEN PFOTENHAUER, PARTNER  
Printed Name & Title

06/24/2021  
Date of Execution

**ATTEST:**

**Brandon J. Patty,**  
**St. Johns County, FL Clerk of Circuit**  
**Court & Comptroller**

By: [Signature]  
Deputy Clerk

6/25/21  
Date of Execution

ST JOHNS COUNTY

JUN 25 '21

PURCHASING

**Legally Sufficient:**

[Signature]  
Deputy County Attorney

6-28-2021  
Date of Execution





**Bid No. 21-79; Demolition & Removal of Structures & Materials**

**EXHIBIT "A"**

Bid Documents and all Addenda issued under Bid No: 21-79 are hereby incorporated into this Agreement, as a Contract Document, as a separate attachment.

**Bid No. 21-79; Demolition & Removal of Structures & Materials****EXHIBIT "B"**  
**UNIT PRICE LIST**

Unit Prices shall include any and all necessary labor, materials, equipment, supervision, transportation, and disposal necessary to perform the required services specified herein. Unit Prices shall be final cost to the County.

<b>Item:</b>	<b>Price:</b>
1. Unit Price per Square Foot – Single Story Structure	\$6.00
2. Unit Price per Square Foot – Multiple Story Structure	\$6.50
3. Unit Price per Square Foot – Mobile Home	\$5.50
4. Unit Price per Square Foot – Sheds, Lean-tos, Carports	\$3.00
5. Unit Price per Square Foot – Concrete Slab on Grade and/or Wood Decks	\$2.00
6. Unit Price per Square Foot – General Yard/Lot Debris/Bikes/Tires	\$30.00
7. Unit Price per Linear Foot - Fences	\$2.50
8. Unit Price per Ton – Unlicensed Vehicles (to include, but limited to abandoned vehicles, golf carts, and boats)	\$50.00
9. Unit Price per Ton – Above and Below Ground Swimming Pools, Fountains, Rock Features	\$75.00
10. Unit Price per Cubic Yard – Clearing Vegetative Debris (including but not limited to: downed trees, shrubs, vines, and weeds)	\$20.00
11. Unit Price per Cubic Yard – Beach Structures (including but not limited to walkways, decks, stairs, and general beach debris)	\$28.00
12. Unit Price per Cubic Yard – Drain Fields and Septic Tanks	\$60.00
13. Unit Price per Asbestos Survey	\$500.00
14. Unit Price per Cubic Yard – Fill Dirt	\$14.00
15. Unit Price per Capped Well	\$500.00

**Bid No. 21-79; Demolition & Removal of Structures & Materials****EXHIBIT "C"****FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES****1. Equal Employment Opportunity.**

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving



such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Contract Work Hours and Safety Standards Act.**

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

## **3. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of



any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

**7. Procurement of Recovered Materials.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

**8. DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**11. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



**CONTRACT AMENDMENT NO: 01**

Bid No. 21-79; Demolition & Removal of Structures & Materials

Master Contract No: 21-MCC-ELE-13738

May 29, 2024

Elev8 Partners, LLC dba Elev8 Land Clearing & Demolition  
2825 Mayport Road  
Jacksonville, FL 32233

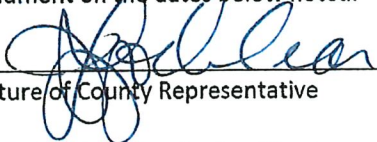
Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 1** of 1 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of two (2) calendar year from June 25, 2024 through and until 11:59pm Eastern Daylight-Saving Time (EDST) on June 24, 2026.
3. No increase to the Unit Prices is granted by this Amendment.

The County shall compensate the Contractor based upon the terms as stated in the Master Contract dated June 25, 2021.


With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

  
\_\_\_\_\_  
Signature of County Representative

  
\_\_\_\_\_  
Date

Jaime T. Locklear, Purchasing Director  
\_\_\_\_\_  
Printed Name & Title – County Representative

  
\_\_\_\_\_  
Signature of Consultant Representative

6/11/2024  
\_\_\_\_\_  
Date

Ben Pfothauer, Partner  
\_\_\_\_\_  
Printed Name & Title

ST JOHNS COUNTY

JUN 11 2024

PURCHASING

End of Amendment No: 01