

CONTRACT FOR BEACH CLEANING SERVICES

THIS CONTRACT FOR BEACH CLEANING SERVICES (“Contract”) is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **BEACH RAKER, LLC**, a Florida limited liability company, located at 220 NE 13 St, Pompano Beach, FL 33060 hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received proposals for beach cleaning services on or about December 5, 2024 in response to the County’s Request for Proposal (RFP) No. NC-24-029-RFP;

WHEREAS, the County has determined that the Vendor was the number one ranked vendor; and

WHEREAS, all terms and conditions of the County’s RFP, Addendum No. 1 to the RFP, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor 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. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” SCOPE OF WORK

Exhibit “B” VENDOR’S RESPONSE PRICE SHEET

Exhibit “C” INSURANCE REQUIREMENTS

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services as described in the Scope of Work, a copy of which is attached hereto as Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in Exhibits “A” and “B” in a timely and professional manner in accordance with specifications referenced herein.

3.2 The parties recognize that Exhibit “A” contains an inadvertent typographical error and that the reference to “Section 2.14” contained in Section 3 is intended to reference “Section 14”, and accordingly Vendor agrees to empty beach trash containers daily, according to the schedule in Section 14 of the Scope of Work.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed TWO HUNDRED EIGHTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$288,000.00) per year for the goods and/or services referenced in Exhibits “A” and “B”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the *Public Works Director* or designee at pwinvoices@nassaucountyfl.com, and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded scope of services and conditions of this Contract. Payment shall not be made until goods and/or services have been

received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet scope of services and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor corrects their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin on March 1, 2025 or upon execution by both parties to this Contract, whichever date is later, and shall terminate three (3) years thereafter. The term of this Contract may be extended for two (2) additional one (1) year terms with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to

this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "B"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. 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.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract 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 Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 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 Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12.1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

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

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors.

The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

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

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, 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 Contract.

16.2 Upon termination of this Contract, 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; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract 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 goods

and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the 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 18. Force Majeure.

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

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is

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excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or

services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period. RESERVED

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 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 Contract. 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 Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, 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 "C". The policy limits required are to be considered minimum amounts.

24.2 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 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County, and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 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 Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's 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.

26.2 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 Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract, and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract 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 contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. 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 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 Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, 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 maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, 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.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

27.8 In reference to any public records requested under this Contract, 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."

27.9 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.

27.10 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 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musslewhite Road
Callahan, FL 32011

Vendor: Beach Raker, LLC
Attn: Geroge L. Jones Jr., President
220 NE 13 St
Pompano Beach, FL, 33060

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 40. Human Trafficking Affidavit.

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40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by to 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.

(Remainder of page intentionally blank. Signature pages follow.)

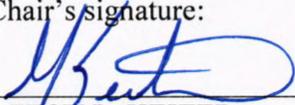
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA**



By: A.M. "Hupp" Huppman
Its: Chair
Date: 3/10/2025

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, Esq., BCS 2/13/2025
DENISE C. MAY

BEACH RAKER, LLC



By: George L. Jones Jr.
Its: President
Date: 2/13/2025

APPENDIX "A"**SCOPE OF WORK****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 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 where 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 south end 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.

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.

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.

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.

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.

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 Contractor's 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.

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 workdays 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.

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.

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.

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.

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.

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.

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

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.

Exhibit "B" to Contract for Beach Cleaning Services NV24-029-RFP

**APPENDIX "B"
PRICE SHEET**

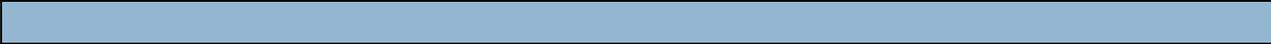
Vendor shall provide the Beach Cleaning Services in accordance with Appendix "A", Scope of Services at the rate (s) below.

SECTION I				
Unincorporated Beach Areas of the County				
ITEM#	DESCRIPTION	UNIT OF MEASURE	RATE	ESTIMATED COST PER YEAR
1	Daily Litter and Debris Pick up	Monthly	\$ 8,000	\$ 96,000
2	Daily Unattended Personal Property Removal – County Ordinance 2016.16	Monthly	\$ 4,000	\$ 48,000
			Subtotal Section I (Item 1 and Item 2) =	\$ 144,000
SECTION II				
City of Fernandina Beach Areas				
ITEM#	DESCRIPTION	UNIT OF MEASURE	RATE	ESTIMATED COST
1	Daily Litter and Debris Pick up	Monthly	\$ 8,000	\$ 96,000
2	Daily Unattended Personal Property Removal – County Ordinance 2016.16	Monthly	\$ 4,000	\$ 48,000
			Subtotal Section II (Item 1 and Item 2) =	\$ 144,000
			Total (Subtotal Section 1 + Subtotal Section 2) =	\$ 288,000

ALL OR NONE AWARD: This solicitation requires respondents to respond on all line items listed in Appendix B. Respondents will be deemed unresponsive if they do not respond on all line items listed in Appendix B.

The undersigned declares that they have examined the Instructions to Respondents and Scope of Services and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under the Scope of Services and these Specifications at the rate set forth above.

EXHIBIT C
INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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



Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers’ Compensation, are primary and noncontributory.**

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

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

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

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

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor’s right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

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

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