

CONTRACT FOR
BEACH FACILITY RESTROOM CLEANING SERVICES

THIS CONTRACT entered into this 10th day of February, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a **political subdivision of the State of Florida**, hereinafter referred to as "County", and SEA BANDIT CONSTRUCTION located at 76276 Long Leaf Loop, Yulee, Fl. 32097, hereinafter referred to as "Vendor".

WHEREAS, the County received sealed bids for Beach and Park Restroom & Shower Cleaning, Bid No. NC19-018 on or before October 16, 2019 at 4:00 p.m.; and

WHEREAS, the Facilities Maintenance Department determined that the Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

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

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish services as further described in the *Technical Specifications/Scope of Work* attached hereto as Attachment "A" and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services ordered without proper county authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Fla. Stat. §218.70). Payment shall not be made until services have been received, inspected and accepted by the County. Payment will be accomplished by submission of two copies of the invoice with the contract number referenced thereon and mailed to the address provided by Facilities Maintenance department upon which services are being provided to. Payment in advance of receipt of services by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets bid specifications and

conditions. Should the services differ in any respect from specifications, payment will be withheld until such time as 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 recipient to refuse final acceptance of the services. Should a representative of the County agree to accept the services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

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

SECTION 5. Firm Prices

Prices for services covered in the specifications shall be firm and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

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

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

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

SECTION 10. Changes

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 11. Modifications

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

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

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

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the 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 termination from the County, the Vendor shall only provide those 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 of default of the Vendor.

SECTION 16. Force Majeure

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

SECTION 17. Access and Audits

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

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

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

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

This Contract shall begin on March 1, 2020 and end on February 28, 2023. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed five (5) years in length. Any contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

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

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County WILL NOT consider price increases over the annual Consumer Price Index. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

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

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described in the *General Information and Minimum Insurance Requirements Form*, attached hereto as Exhibit 1. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

SECTION 26. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

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

SECTION 27. Public Records

The County is a public agency subject to Fla. Stat. §119. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. §119, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE,

YULEE, FLORIDA 32097. Under this Contract, to the extent that the Vendor is providing services to the County, and pursuant to Fla. Stat. §119.0701, 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, 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 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 must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 28. Request for Records; Noncompliance

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

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

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Fla. Stat. §119.10.

SECTION 29. Civil Action

If a civil action is filed against a Vendor to compel production of public records relating to a public agency's contract for services, 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 contractor has not complied with the request, the public agency and to the Vendor.

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

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

SECTION 30. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

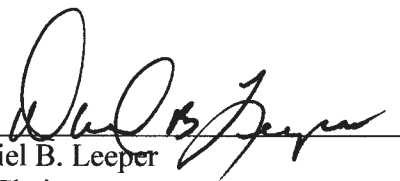
The Vendor, during the term of this agreement, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence 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 31. Entire Agreement

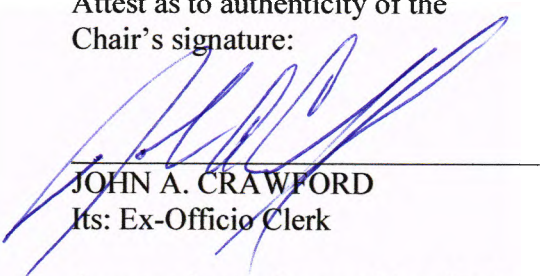
The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract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

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

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


Daniel B. Leeper
Its: Chairman

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

MES
2-13-20

SEA BANDIT CONSTRUCTION

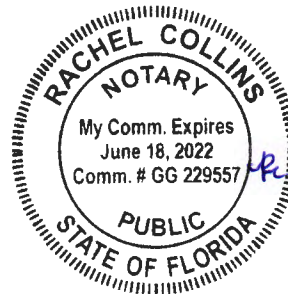
CJB
By: _____
Its: _____

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared by means of ☒ physical presence or ☐ online notarization,
Colby Bradberry, who is personally known ☒ or produced
FL DL as identification, known to be the person described in and who executed
the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 31st day of January, 2020
R Collins
Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 6/18/2022



ATTACHMENT "A"

SCOPE OF SERVICES

A. Restroom Facilities

The following Nassau County unincorporated beach park restrooms and City of Fernandina Beach park restroom facilities are included in this bid request, and will be referred to "facilities" within this document.

1. Burney Park -1556 Gregg Fernandina Beach, Fl. (Nassau County Facility)
2. Peter's Point Park-4600 Peters Pint Road Fernandina, Beach Fl. (Nassau County Facility)
3. Dee Dee Bartels - 97177 Pogy Place Fernandina Beach, Fl. (Nassau County Facility)
4. Main Beach Park - 32 N Fletcher Ave, Fernandina Beach, Fl. (City of Fernandina Beach Facility)
5. Seaside Park - 2002 S Fletcher Ave, Fernandina Beach, FL (City of Fernandina Beach Facility)

B. CONTRACTOR'S RESPONSIBILITIES AND SCOPE OF WORK:

Restrooms Facilities

Contractor shall be responsible for the overall cleanliness and sanitation of all restroom facilities. Within this contract all services are subject to periodic inspection by the corresponding jurisdiction of said facilities. Cleaning services within facilities will include all surfaces, fixtures, appliances and hardware within the interior confines of said facility. All services are expected to be completed. However, if at any time during the period of the contract, access to any facility is impractical due to marine disturbances, storms or other acts of God, or other events that are beyond the control of the contractor, the contractor, with approval of the County/TDC (Amelia Island Tourist Development Council) official in charge, may clean the areas in a limited capacity.

1. Contractor shall provide services from 7:00am to 7:00pm during On-Season usage with an occurrence rate of facility cleaning service no less than four times per day per facility. During the Off-Season contractor shall provide services from 7:00am to 4:00pm with an occurrence rate of facility cleaning services no less than three times per day per facility. All cleaning practices shall follow the O.S.H.A. guidelines and requirements.
2. Contractor shall notify the Nassau County Parks and Recreation Department or the City of Fernandina Beach Facilities Department of any deficiency's or maintenance items no later than the next working day by 9:00 AM. In case of an emergency, the contractor will notify the maintenance technician on call for the Nassau County Facilities department or the designated contact for the City Of Fernandina Beach Facilities
3. Per site visit contractor shall clean and disinfect all toilets and urinals within the facility. The cleaning will include all interior surfaces to be cleaned with the appropriate cleaning solutions with a bristle style cleaning brush. Exterior surfaces will be wiped clean and disinfected utilizing proper cleaning products and industry standards.
4. Per site visit contractor shall clean and disinfect all sink fixtures and hardware once per site visit utilizing proper cleaning products and industry standards.

5. Per site visit contractor shall clean and disinfect all baby changing stations if equipped with approved cleaning products and industry standards.
6. Per site visit contractor will clean and disinfect all stainless steel, chrome and metal hardware, faucets and levers with appropriate cleaners, protectants and disinfect and provide corrosion resistance.
7. Per site visit contractor shall clean all interior shower rooms as equipped to include walls, fixtures, shower heads, floors walls and ceilings. Contractor shall clean and remove all debris from the shower drain trough system.
8. Per site visit contractor shall replenish all soap dispensers as equipped with provided supply.
9. Per site visit contractor shall replenish all toilet paper and hand towel dispensers as equipped with provided supplies.
10. Per site visit contractor shall empty all trash receptacles within and surrounding the perimeter of the facility as equipped. Receptacle liners shall be utilized as equipped and provided. This contract EXCLUDES the 95-gallon receptacles distributed within the City of Fernandina Beach's facilities.
11. Per site visit contractor shall clean and disinfect all outside shower rinse stations located at all beach access points within the facility grounds. Cleaning of the rinse stations shall include removal of sand and debris within the rinse station area.
12. Per site visit contractor shall remove debris from all floor surfaces utilizing manual or mechanical equipment. Contractor will wet mop all floor surfaces twice daily or as required to maintain a clean disinfected environment.
13. Per site visit contractor shall hand pick or sweep all litter and debris from the surrounding facility perimeter including all hard and soft areas within 20 feet of the buildings edge. Contractor shall clear all sanitary sewer drain blockages utilizing plunger style or manual cable type drain clearing devices. If clearing of the drain is not achieved in this manner the contractor shall immediately notify the appropriate jurisdiction.
14. Contractor shall clear all sanitary sewer drain blockages utilizing plunger style or manual cable type drain clearing devices. If clearing of the drain is not achieved in this manner the contractor shall immediately notify the appropriate jurisdiction.
15. 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.

C. ITEMS TO BE FURNISHED BY CONTRACTOR

The Contractor shall provide all labor, equipment, disinfectants, and cleaning materials. Disinfectants shall be other than chlorine bleach and requires County approval prior to use, as specified herein. All paper products and receptacle liners as required shall be provided to the contractor by facility jurisdiction. Cost for these items shall NOT be included in the Bid Price. Contractor will be required to maintain and secure adequate stock to perform duties per this contract. Contractor shall notify the appropriate county and city department when paper stock, soap and receptacle liners require replenishment. Contractor will provide designated county and city departments with written request detailing type and quantity of paper, soap and receptacle liner required for a 30-day supply. This request must be received no later than the 10th day prior to the first day of the preceding month. If the contractor fails to notify the appropriate jurisdiction within specified time causing a delay in product, the contractor shall provide needed supplies at the contractors cost with no expectation of reimbursement.

D. REMOVAL AND DISPOSAL OF ALL DEBRIS, TRASH, RUBBISH, ETC.

1. The Contractor shall be familiar with Nassau County's recycling program. Contractor shall dispose of facility trash items in provided Roll-Off Containers or Dumpsters located at the City of Fernandina Beach 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.

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

1. Personal items found in the facilities shall be handled as required by Florida law and County ordinance.
2. The 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.
3. The Contractor and its employees shall be knowledgeable of, and adhere to, all County ordinances.
4. Contractor shall be responsible for assuring that facilities are in safe and clean condition at all times and shall report to the County/TDC official in charge any conditions which might require further action.

F. RESTROOM FACILITY CLEANING EQUIPMENT

1. The facility cleaning equipment to be used shall be capable of completing the above described work within the specified work period.
2. No servicing of any equipment shall be completed within any county or city facility.

G. POSTPONED WORK SCHEDULE MAKE-UP

1. If inclement weather or any other unavoidable condition prevents the contractor from performing the work on a scheduled date, the contractor shall report such to the County/TDC official in charge. The Contractor shall make up the corresponding number of work days postponed, in accordance with the directions given by the County/TDC official in charge. No additional compensation will be allowed for such extension or for corrective work undertaken.
2. All make-up work shall be by mutual agreement between the Contractor and the County/TDC official in charge.
3. In the event any make-up work is impracticable and cannot be performed, the Contractor will not be paid for any such non-performance or incomplete work. Payment for the work shall be pro-rated and the contractor shall be paid only for the days worked.

I. 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 the Contractor to complete each cleaning within the time agreed upon and within the specified work requirements, the County 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. The Contractor hereby agrees to pay the County as liquidated damages in the above amount. Any of the following infractions shall result in the assessment of liquidated damages:

1. Failure of the Contractor to notify the County/TDC official in charge that the work performance cannot be performed or completed on the regularly scheduled date.
2. Failure of the Contractor to report for work on the regular and make-up work date after notifying the County/TDC official in charge that the work will be performed.
3. Failure of the Contractor to provide the facility cleaning due to equipment failure. It is the contractor's responsibility to provide equipment at his own expense to clean the facilities.
4. Failure to keep the facilities clean of trash and other debris.
5. For any other violation of the contract requirements.

6. Exceptions:

- a. All facility cleaning services that cannot be performed due to storm disaster, vandalism, accidental or intentional acts or causes of God for which is beyond the control of the Contractor.
- b. Collecting and disposing of unusually large amounts of debris from unusual flood tides, heavy tidal actions, marine turbulence, marine storm or other acts of God.

c. All exceptions shall be made up by mutual agreement between the Contractor and the County/TDC official in charge as soon as practicable. The Contractor shall not be paid for any work scheduled that is incomplete or not performed.

J. Hazard Condition Management

Contractor agrees to provide such hazard management services as the County shall reasonably request; including, but not limited to, the removal of bio hazards, fecal matter and bodily fluids. Contractor shall have equipment, supplies and labor available to mitigate within acceptable levels agreed upon between the contractor and the TDC, County or City official in charge. Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by the TDC, County or City for the correction of such hazardous conditions as promptly as reasonably possible. Contractor will follow all guidelines set forth through the O.S.H.A. regulations.

K. CLEANING SCHEDULE

Beach Facility Restroom Cleaning

Frequency is subject to change depending on volume and capacity.

Time Frame: October 1 – February 28 (Off-Season)

7:00AM to 4:00PM

Time Frame: March 1 – September 30 (On-Season)

7:00AM to 7:00PM

L. ADDITIONS/DELETIONS

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

M. TERMS AND CONDITIONS

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

1. **Compliance with Labor Laws** All applicable laws of Federal and State governments relating to workers compensation, unemployment compensation, payment of wages and safety will be fully complied with.
2. **Bid prices** Subject to be prorated upon acceptance dates. County and city are tax exempt.
3. **Services** to be furnished will be for the exclusive use of the County/TDC

4. **Vehicles on Beach Front Park Property**

The contractor will furnish a list of equipment and vehicles they will need to perform the work contracted to the County/TDC for their approval.

ATTACHMENT "B" – BID PRICE SHEET

**NASSAU COUNTY BEACH FACILITY RESTROOM CLEANING SERVICES
BID NUMBER NC19-018**

BREAKDOWN OF COST PER SEASON/PER MONTH

Unincorporated County Restroom Facility Cleaning

Time Frame: October 1 – February 28

Seven (7) days per week 7:00AM-4:00PM

Off Season:

Per Month @ \$

2,250.00

per period = \$

11,250.00

Time Frame: March 1 – September 30

Seven (7) days per week 7:00AM-7:00PM

On Season:

Per Month @ \$

3,000.00

per period = \$

21,000.00

City of Fernandina Beach Restroom Facility Cleaning

Time Frame: October 1 – February 28

Seven (7) days per week 7:00AM-4:00PM

Off Season:

Per Month @ \$

2,250.00

per period = \$

11,250.00

Time Frame: March 1 – September 30

Seven (7) days per week 7:00AM-7:00PM

On Season:

Per Month @ \$

3,000.00

per period = \$

21,000.00

Escalation Cost (End of Contract Term): 7% **(% or Dollar Amount)**

Award will be made to the responsible bidder, most responsive to the solicitation with the lowest bid meeting the specifications. The County retains the option to award and/or reject any or all bids.

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

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

TOTAL BID FOR SERVICES \$ 64,500.00

Sixty four thousand Five hundred dollar's zero cents.

All charges must be on the Bid Sheet. If not, the County will have the authority to reject those charges.

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company:

Sea Banchet Construction

Address:

716276 Long Leaf Loop

City, State, Zip:

Yulee FL 32097

By:

C-B

(Signature)

Colby Brackley

(Above name printed or typed)

Phone:

904-548-7514

Fax:

Email:

sea.banchet@yanco.com

REMINDER: THIS FORM IS TO BE INCLUDED WITH THE BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

EXHIBIT "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the 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
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the 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:

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

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

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the 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 Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability, Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

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

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

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

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

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

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

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

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

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

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

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

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

If the 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 Contractor, in which event, 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 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 contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit 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 Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. 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 Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

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