

Clay County Agreement/Contract No. 2020/2021-207 AM2

SECOND AMENDMENT TO AGREEMENT FOR AGRONOMIC SERVICES FOR CLAY COUNTY PARKS

This Second Amendment to Agreement for Agronomic Services for Clay County Parks (“Second Amendment”) is made and entered into as of the ____ day of February, 2023 between Agrow Pro, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, on June 22, 2021, the County and the Contractor entered into the Agreement for Agronomic Services for Clay County Parks, Agreement No.: 2020/2021-207, incorporated herein by reference, wherein the Contractor agreed to furnish all material, equipment, and chemicals and perform all operations necessary for agronomic and related services at the designated Clay County Parks (Park Locations) in accordance with Bid 20/21-46; and

WHEREAS, payment for Services by the County to the Contractor under the Agreement is based on Invoices submitted to the County in accordance with the prices for the Services set forth in the Contractor’s Price Sheet attached as Attachment B to the Agreement; and

WHEREAS, on August 26, 2021, the parties entered into the First Amendment to the Agreement, incorporated herein by reference and attached hereto as Exhibit 1 inclusive of the Agreement (without attachments) and the Price Sheet as amended by the First Amendment, to increase the granular application unit prices for Bid Items No. 1 and 2 due to an increase in the cost of certain materials and chemicals and to amend the total annual amount for the Services to reflect the correct annual amount; and

WHEREAS, paragraph 2 of the Agreement provides that additional services or locations may be added to the Agreement per a written amendment and provision 1.2 of paragraph 1 of the Agreement allows the County to modify the current services and add park locations and services as necessary; and

WHEREAS, the Contractor and the County wish to modify the liquid applications to replace the pre-emergent herbicide currently utilized at the Park Locations with two pre & post emergent herbicides, Spectacle and Princep, to provide more effective weed control at the Park Locations; and

WHEREAS, the Contractor and the County further wish to modify the granular application to replace the fertilizer currently utilized at the Park Locations with Oxadiazon (Ronstar) to enhance the control of broadleaf weeds on the sports field playing surfaces at the Park Locations; and

WHEREAS, these modifications and additional services result in a total annual increase

in the amount of \$39,986.83 to the total annual amount of Services provided by the Contractor under the Agreement; and

WHEREAS, the parties desire to enter into this Second Amendment to amend the scope of services and amend Attachments A and B to provide for the modifications to the Services and price changes as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The scope of services to be performed by the Contractor under the Agreement, as previously amended, is hereby amended to include both pre & post emergent herbicides along with the modifications to the granular and liquid applications and the application frequency. Accordingly, provisions 1.1, 1.4, and 1.7 of paragraph 1 of the Agreement shall be amended and replaced in their entirety with the following:

1.1. The Contractor shall furnish all material, equipment, and chemicals and perform all operations necessary for agronomic and related services at the designated Clay County Parks. The scope of services to be performed and provided by the Contractor is set forth in the Bid Scope of Services attached hereto as **Attachment A** and the Contractor's Response incorporated herein by reference with the Price Sheet being attached hereto as **Attachment B** (the "Services"). The Services shall include, but not be limited to, fertilization, weed, insect and disease control, and pre-emergent and post-emergent applications or as otherwise designated by the County.

1.4. Within two (2) weeks of the Effective Date and prior to the performance of Services at the Park Locations, the Contractor shall provide to the Project Manager for review and approval, a written application schedule addressing when the Services will be performed ("Application Schedule"). If a Service is not performed in accordance with the Application Schedule, the Contractor must immediately notify the Project Manager and provide a new scheduled completion date. The Application Schedule may otherwise be updated as necessary, but the Contractor may not make material changes without the Project Manager's prior written approval. The approval of the Application Schedule by the Project Manager in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Contractor is and shall remain responsible for the planning and execution of the Services. The Contractor's failure to comply with the Application Schedule may result in termination of the Agreement by the County. The Application Schedule may be subject to adjustment for unusual weather or growing conditions.

1.7. In entering into this Agreement, the Contractor represents that it now has all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon request, the Contractor shall submit in writing to the Project Manager a list of equipment used to perform the Services and/or the names of key personnel assigned to perform the Services.

3. Attachment A to the Agreement, as amended, is hereby removed and replaced in its entirety with Attachment A (Bid Scope of Services and Park Locations) attached to this Second Amendment.

4. Attachment B to the Agreement, as amended, is hereby removed and replaced in its entirety with Attachment B (Price Sheet) attached to this Second Amendment which provides the amended granular and liquid applications, application frequency, and unit prices for the amended scope of services.

5. All provisions in the Agreement, as amended, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Amendment shall be and hereby are changed to conform to this Second Amendment.

6. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this Second Amendment are incorporated herein and shall remain in full force and effect. If there is conflict between this Second Amendment and the Agreement, as amended, the terms of this Second Amendment shall control.

7. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Amendment on behalf of such party and that the Second Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written above.

AGROW PRO, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Betsy Condon
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Annual Price	\$137,154.16
Adjusted Annual Price per AM1	\$142,385.62
Adjusted Annual Price per AM2	\$182,372.45

EXHIBIT 1
FIRST AMENDMENT
(inclusive of Agreement
and Price Sheet attached
to the First Amendment)

Clay County Agreement/Contract No. 2020/2021-207 AM1

**FIRST AMENDMENT TO AGREEMENT FOR AGRONOMIC
SERVICES FOR CLAY COUNTY PARKS**

This First Amendment to the Agreement for Agronomic Services for Clay County Parks (“First Amendment”) is made and entered into as of the 26th day of August, 2021 between Agrow Pro, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, on June 22, 2021, the County and Contractor entered into the Agreement for Agronomic Services for Clay County Parks, Agreement No.: 2020/2021-207, a copy of which is attached hereto as **Attachment A** and incorporated herein by reference, wherein the Contractor agreed to furnish all material, equipment, and chemicals and perform all operations necessary for agronomic and related services at the Clay County Parks identified in Attachment A to the Agreement in accordance with Bid 20/21-46 and Contractor’s Price Sheet; and

WHEREAS, payment for Services by the County to the Contractor shall be based on Invoices submitted to the County based on the prices for the Services reflected in the Price Sheet at Attachment B to the Agreement; and

WHEREAS, due to an increase in the cost of certain materials and chemicals that have occurred since the Bid was issued, the Contractor has requested an increase to the granular unit prices in the Price Sheet for Bid Item No. 1 from \$146.00 to \$158.00 and for Bid Item No. 2 from \$98.96 to \$109.08, which will increase the total annual amount for the Services by \$5,231.46 from \$137,154.16 to \$142,385.62; and

WHEREAS, the Price Sheet attached as Attachment B to the Agreement contains the correct liquid unit prices for Bid Item Nos. 3-6, however, the total amount listed is not accurate; and

WHEREAS, the parties desire to enter into this First Amendment to amend Attachment B to increase the unit prices for Bid Items Nos. 1 and 2 and reflect the total annual amount for the Services as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Price Sheet attached as Attachment B to the Agreement is hereby removed and replaced in its entirety with the Price Sheet attached to this First Amendment as **Attachment B**.

2. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

3. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect. If there is conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written above.

AGROW PRO, INC.

By: *william kyle hutching*
william kyle hutching (Aug 27, 2021 14:12 EDT)

Print Name: william kyle hutching

Print Title: President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
Howard Wanamaker (Aug 27, 2021 12:37 EDT)

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A

Clay County Agreement/Contract No. 2020/2021 – 207

AGREEMENT FOR AGRONOMIC SERVICES FOR CLAY COUNTY PARKS

This Agreement for Agronomic Services for Clay County Parks (“Agreement”) is entered into this 22nd day of June, 2021 (“Effective Date”) by and between Agrow Pro, Inc., a Florida Profit Corporation (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 20/21-46 (“Bid”), to engage a contractor to provide agronomic and related services at various Clay County Parks; and

WHEREAS, the Contractor responded to the Bid with a proposal and pricing to offer the requested services and the County selected Contractor based on Contractor’s response (“Contractor’s Response”) and the County’s evaluation of the Contractor’s Response; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Services:

1.1. The Contractor shall furnish all material, equipment, and chemicals and perform all operations necessary for agronomic and related services at the Clay County Parks identified in Appendix A of the Bid Scope of Services. The scope of services to be performed and provided by the Contractor is set forth in the Bid Scope of Services along with Appendices A and B to the Bid, attached hereto as **Attachment A**, and the Contractor’s Price Sheet, Manufacturer/Brand Specified, Equipment List, and Personnel List, attached hereto as **Attachment B** (the “Services”). The Services shall include, but not be limited to, fertilization, weed, insect and disease control, and pre-emergent applications.

1.2. The Services shall be performed at the Clay County Parks identified and listed in Appendix A to the Bid attached hereto with **Attachment A** (“Park Locations”). The parties agree that the County shall retain the absolute right to eliminate any or all Services and Park Locations associated with the Agreement without penalty or liability for any claims for anticipated overhead or profits. The Contractor acknowledges and agrees that the County through this Agreement guarantees no minimum level of Services or fees. Additionally, the

County reserves the right to add Park Locations and Services as necessary in the best interest of the County.

1.3. In providing the Services, the Contractor shall:

- A. Be familiar with the Services, standards, requirements, Park Locations, and the conditions under which the Services are to be completed.
- B. Provide the Services in accordance with the County's standards, method of application, and to the satisfaction of the County's Grounds Maintenance Coordinator.
- C. Obtain all required permits to accomplish the Services.
- D. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
- E. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
- F. Not use any false, deceptive or misleading trade practices in the performance of the Services.
- G. Perform the Services competently and with a high degree of expertise and professionalism, using that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period.

1.4. Within two (2) weeks of the Effective Date and prior to the performance of Services at the Park Locations, the Contractor shall provide to the Project Manager for his review and approval, a written application schedule in accordance with Appendix B in **Attachment A** ("Application Schedule"). If a Service is not performed in accordance with the Application Schedule, the Contractor must immediately notify the Project Manager and provide a new scheduled completion date. The Application Schedule may otherwise be updated as necessary, but the Contractor may not make material changes without the Project Manager's prior written approval. The approval of the Application Schedule by the Project Manager in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Contractor is and shall remain responsible for the planning and execution of the Services. The Contractor's failure to comply with the Application Schedule may result in termination of the Agreement by the County. The Application Schedule may be subject to adjustment for unusual weather or growing conditions.

1.5. Within ten (10) calendar days after each monthly application treatment during the term of this Agreement, the Contractor shall provide the Project Manager with a written report of Services including Park Location, acreage of treatments, and any other related information or recommendations requested by the Project Manager that may be of importance to the County in planning future weed, insect, and disease control. In addition, the Contractor shall be responsible for submitting reports to any and all state regulatory agencies, if required.

1.6. The Contractor shall provide the Project Manager with a written Daily Project Report for each day that Services are performed. This report shall be in Microsoft Office Word, Excel or pdf format and emailed to the Project Manager. At a minimum, the Daily Project Report will

include Park Location(s) serviced by date and Services worked on and/or completed that day. The report should also include weather, number of personnel, equipment used, and any problems encountered.

1.7. In entering into this Agreement, the Contractor represents that it now has all personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. The Contractor shall ensure that all personnel assigned to perform the Services and listed in **Attachment B** are fully qualified and capable to perform their assigned tasks. The Contractor shall be responsible for ensuring that all personnel and any subcontractors performing any Services under this Agreement have current licenses and permits required to perform the Services.

1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.9. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Eric Jones, Grounds Maintenance Coordinator, or designee.

2. Additional Services, Park Locations, and Fees: If the County identifies or the Contractor recommends any additional services or park locations to be provided by the Contractor that are not covered under the Agreement but are beneficial services not anticipated in the original scope of services, such additional services and park locations, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and be made a part of this Agreement by a written amendment.

3. Term: The term shall begin on the Effective Date and shall remain in effect for a period of two (2) years from the Effective Date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.

4. Default and Termination:

4.1. Default. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform the Services in accordance with the approved Application Schedule; fails to communicate with and/or provide the required reports to the Project Manager; fails to perform or begin Services on time; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to complete the Services;

performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

4.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

4.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.

4.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

4.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

5. Payment:

5.1. The payment for Services by the County to the Contractor shall be based on Invoices submitted to the County for Services actually, timely and satisfactorily rendered in accordance with paragraph 6 based on the prices for the Services reflected in the Price Sheet at **Attachment B**. The County reserves the right to decrease or increase quantities with no change to the unit price established in the Price Sheet at **Attachment B**.

5.2. The County shall not be responsible for payment of costs or other expenses, including, but not limited to, equipment, materials, tools, labor, supervision, supplies, travel, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, and other items or requirements to complete the Services as any and all costs or expenses incurred by the Contractor are to be included as part of the unit price reflected in **Attachment B**.

5.3. At the request of the County, additional park locations may require as-needed treatments, such as for special events, etc. These as-needed treatments may be made in accordance with the unit prices as specified in the Price Sheet at **Attachment B**.

6. Payment Procedures:

6.1. As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; the term "Paying Agent" means the Department Head of the County's department or division coordinating the Agreement to whom Invoices must be submitted to at Attn: Division of Parks and Recreation, P.O. Box 1366, Green Cove Springs, FL 32043; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. All payments for Services rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month for Services that have been satisfactorily completed, approved, and accepted by the Project Manager based on the prices reflected in the Price Sheet at **Attachment B**. Payments shall not be made for Park Locations or Services deemed incomplete by the County or for any Park Locations that were skipped or not performed in accordance with the Application Schedule due to inclement weather or other activities which prohibited Services from being performed. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor's name, address and phone number, including payment remittance address.

- 2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.
- 3) The Invoice number and date.
- 4) Reference to the Agreement by its title and number as designated by the County.
- 5) The period of the Services covered by the Invoice.
- 6) Identify the Park Locations serviced along with identifying the date of Service, actual acres, unit price, and description of Services provided at each Park Location.
- 7) The total amount of payment requested.
- 8) Documentation to support proof of Services completion.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Services completion.
- 10) Releases of Liens or equivalent proof of payments to subcontractors and suppliers.
- 11) The Contractor must provide any additional documents, records, updates, or information as needed that may be requested by the County.

6.3. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Services within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

6.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.5. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the County Manager between the Contractor's representative and the Paying Agent, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

6.6. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

7. Taxes: In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

8. Appropriated Funds: The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

9. PUBLIC RECORDS:

9.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the Services required under the Agreement;

(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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

9.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Audit: The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

11. Scrutinized Companies Certification: In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

12. Indemnification:

12.1. The Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud by the Contractor, its agents, contractors, assigns, and employees, in the performance of the Agreement or breach thereof.

12.2. In light of the County being a governmental entity, nothing herein is intended to serve as a waiver of the County's sovereign immunity protections nor does it extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

12.3. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

13. Insurance: The Contractor shall maintain throughout the term of this Agreement and any renewals thereto insurance of the following types and minimum limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000

Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County. The certificates of insurance for the required coverages, other than workers compensation and professional liability, shall name **“Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear”** as **“Additional Insureds.”** The Contractor shall provide a thirty-day prior written notice of cancellation to the County. If any required insurance coverage is canceled, terminated or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

14. Safeguards, Preservation of Property and Failure to Restore Damaged Property:

14.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

14.2. The Contractor shall preserve from damage all property along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner. This applies to public and private property and/or utilities. Included in the provisions in this paragraph are private owner items such as shrubbery planting, irrigation systems, which may be located on County right of way, or the Park Locations. The Project Manager shall make prompt determination of liability in case of damage.

14.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

15. Waste and Hazardous Material Disposal: The Contractor shall make all arrangements necessary to accomplish proper off-site disposal of all debris or waste generated by the Services, including any hazardous materials, all at no additional cost to the County, and in accordance with Federal, State, and Local laws and ordinances.

16. Authority to Suspend Services: The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may

be deemed necessary, including, but not limited to, unsuitable weather, heavy traffic conditions due to special events and other situations that may cause a hazardous condition for pedestrians, or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

17. Notice: All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Agrow Pro, Inc.
1339 Kavie Ct.
Green Cove Springs, FL 32043
Attention: W. Kyle Hutchings, President

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Kimberly Morgan and Eric Jones

18. Independent Contractor: Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

19. No Assignment: The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

20. Subcontractors: Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the

Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

21. No Third-Party Beneficiaries: Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

22. Conflict of Interest: Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

23. Amendment or Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

24. Further Assurances: Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

25. Remedies: The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

26. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

27. Attorneys' Fees: In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

28. Waiver: No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time

to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

29. Severability: If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

30. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

31. Counterparts: The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

32. Entire Agreement: This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

33. Authority: Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Agrow Pro, Inc.

By: 

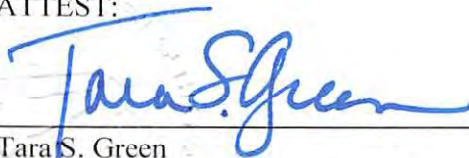
Print Name: W Kyle Hetchings
Print Title: President

Clay County, a political subdivision of the State of Florida

By: 

Mike Cella
Its Chairman

ATTEST:



Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

F:\Contract\Parks\2021\Agreement for Agronomic Services.doc

ATTACHMENT B

PRICE SHEET

BID NO. 20/21-46, AGRONOMIC SERVICES FOR CLAY COUNTY PARKS

GRANULAR APPLICATION						
BID ITEM NO.	GRANULAR APPLICATION	EST ACRES	UNIT	APPLICATION FREQUENCY	GRANULAR UNIT PRICE	EXTENDED PRICE (Acre x Frequency x Unit Price)
1	Pest Control Fipronil 0.0143%	123.5	Acre	1	\$158.00	\$19,513.00
2	20-2-10 40%PPSCU / 40% AS / 4%FE	123.5	Acre	3	\$109.08	\$40,414.14
Total for Granular Application Items 1 - 2:						\$ 59,927.14

LIQUID APPLICATION						
BID ITEM NO.	LIQUID APPLICATION	EST ACRES	UNIT	APPLICATION FREQUENCY	LIQUID UNIT PRICE	EXTENDED PRICE (Acre x Frequency x Unit Price)
3	Sedge Control Halosulfuron-Methyl 5%	123.5	Acre	3	\$83.36	\$30,884.88
4	Insect Control Bifenthrin 25.1%	123.5	Acre	3	\$48.00	\$17,784.00
5	Pre-Emergent Prodiamine 40.7%	123.5	Acre	3	\$45.00	\$16,672.50
6	Weed Control Dimethylamine salt of 2,4-dichlorophenoxyacetic acid - 30.56% Dimethylamine salt of (+)-(R)-2-(2 methyl-4-chlorophenoxy) propionic acid - 8.17% Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid - 2.77%	123.5	Acre	3	\$46.20	\$17,117.10
Total for Liquid Application Items 3 - 6:						\$82,458.48

Total for All Bid Items 1 - 6: \$142,385.62

**ATTACHMENT A
BID SCOPE OF SERVICES
AND PARK LOCATIONS**

ATTACHMENT A

SCOPE OF SERVICES

BID NO. 20/21-46, AGRONOMIC SERVICES FOR CLAY COUNTY PARKS

1. **SCOPE:**
The services covered under the bid specifications consists of furnishing all labor, equipment, and chemicals to perform all operations necessary for agronomic services on park sites. Applications and operations are to be performed to the satisfaction of the Parks Grounds Maintenance Coordinator.
2. **SITE LOCATIONS:**
A list of identified park locations is specified in Appendix A. Additional locations may be added to this list at any time during the life of the contract. Sites on this list may be deleted at any time during the life of this contract.
3. **INTENT OF PROJECT:**
It is the intent to provide a service for fertilization, insect and disease control applications to sites identified within the limits of the County. It is not the intent to minutely define the mode of providing this service, but rather to set forth rational and reasonable performance criteria for accomplishment of the service.
4. **APPLICATION:**
The term “APPLICATION” as used in this document, shall be defined as fertilization, insect control, weed control, pre-emergent, or any and all combinations thereof.
5. **WORK HOURS:**
In general, all services shall be performed during daylight hours. For special operations, night work may be allowed if authorized in advance by the Parks Grounds Maintenance Coordinator. No services shall be performed when weather conditions limit visibility to less than 500 feet. No services shall be done on Saturdays, Sundays or County holidays. Exceptions to this rule shall be made only by written permission of the Parks Grounds Maintenance Coordinator.
6. **SUSPENSION OF SERVICES:**
The Parks Grounds Maintenance Coordinator shall have the authority to suspend services, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events and other situations that may cause a hazardous condition for pedestrians. Such suspensions of services will be provided, in writing, explaining the reason for the suspension. Normal operations may resume when directed by the Parks Grounds Maintenance Coordinator.
7. **EXAMINATION OF SITES:**
Appendix A provides a list of the current sites. It is the responsibility of the Contractor to examine carefully the sites of the proposed services, including job site conditions, and the proposal, plans, specifications and all other documents for the services contemplated, before submitting a proposal.

8. **PERMIT, NOTIFICATION AND FEES:**

It shall be the Contractor's responsibility to secure and pay for any and all permits that may be required to accomplish the services. It shall also be the Contractor's responsibility to conduct the services in accordance with required local, state, and federal regulations. All permit fees, if any, associated with the performance of this contract shall be borne by the Contractor.

9. **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The Contractor shall preserve from damage all property associated with, or which is in the vicinity, or is in any area affected by the services. This applies to public and private property and/or utilities. Included in these provisions are private owner items such as shrubbery planting, irrigation systems, which may be located on County right of way, or the job site. The Parks Grounds Maintenance Coordinator shall make prompt determination of liability in case of damage.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal or better than existing before such damage occurred, except as outlined above, provided that damage was caused by or resulted from negligence on the part of the Contractor.

The County will accept no billing until all work and/or repairs have been satisfactorily completed. Verification of ordered parts will be required for all exceptions, in the event all work and/or repairs have not been completed.

10. **QUANTITIES ESTIMATED:**

The Contractor fully understands that the items and respective acreage has been established to assist in deriving unit prices for the services for which may or may not be called for during the extent of this contract. The County reserves the right to decrease or increase quantities with no change to the unit price established in the proposal.

It is understood that the specific sites, as well as the number of treatments, are subject to change and that payments will be made only for services satisfactorily completed.

11. **SERVICES AS NEEDED:**

At the request of the County, additional locations may require as-needed treatments, such as for special events, etc. These as-needed treatments may be made in accordance with the unit prices as specified in the Price Sheet.

12. **LIMITATION OF OPERATION:**

No equipment shall be left on the job site overnight unless approved by the Parks Grounds Maintenance Coordinator.

All service and supply operations shall be conducted at a location that does not interfere with vehicle or pedestrian traffic. No supply vehicles shall enter a play surface except to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

13. METHOD OF APPLICATION:

Granular applications shall be applied using a rotary type spreader, which is calibrated to apply the appropriate amount of nitrogen per 100 sq ft. as listed in the table of Appendix B.

Liquid applications shall not be applied: (1) when forecast is calling for rain within 24 hours of application, and (2) during periods of high wind (over 10 mph).

14. FERTILIZATION OF IDENTIFIED SITES:

The contractor agrees to furnish all labor, equipment, and chemicals to successfully treat the turf sites listed in Appendix A to provide adequate nutrition that promotes turf density and in turn improves field safety and playing conditions. The Contractor shall be responsible for applications of fertilizer to all sites listed in Appendix A. The table, which is Appendix B, shall be adhered to for the timing of applications, rate of nitrogen per application and the different types of fertilizer to be used. The Contractor shall supply the formulations of fertilizer listed in Appendix B for each application. The County can choose to change fertilizer type and formulation listed in Appendix B at any time during the contract period.

Fertilizer shall be applied to the total acreage of each site. All sites shall be fertilized between the first day and the last day of the appropriate month.

Damage to turf due to fertilization operations will be the responsibility of the Contractor. Any turf damaged by operations must be replaced with turf of the same species as that damaged at the Contractor's expense.

Fertilizer should be applied uniformly to the turf area to prevent "streaking" or "spotty" turf color. If the Parks Grounds Maintenance Coordinator determines that turf color does not appear to be uniform after a monthly application at a site, the contractor will be required to re-apply fertilizer until uniformity in color is determined adequate by the Parks Grounds Maintenance Coordinator at no additional charge to the County.

Fertilizer applications shall follow the schedule unless as ordered by the Parks Grounds Maintenance Coordinator. All fertilizer applications will be at the unit price established on the Price Sheet.

15. PRE-EMERGENT OF IDENTIFIED SITES:

The Contractor shall be responsible for application of pre-emergent to all sites. Appendix B shall be adhered to for the timing of applications.

All pre-emergent applications will be at the unit price established in the Price Sheet.

16. WEED, DISEASE AND INSECT CONTROL:

The Contractor agrees to furnish all labor, equipment and chemicals to successfully provide weed, disease and insect treatments to turf sites listed in Appendix A.

Adequacy/completeness/effectiveness of insecticide/herbicide/fungicide spraying shall be based on results as determined by the Parks Grounds Maintenance Coordinator. If the application is determined to be ineffective by a single application, the contractor shall return

and re-apply regardless of the number of applications until effective control of the pest or weed is achieved as determined by the Parks Grounds Maintenance Coordinator. Each additional site spraying to achieve control shall be done at NO additional cost to the County.

The Contractor will provide a unit price based on estimated quantities given in the bid schedule. Turf areas will be treated based on unit prices established in the Price Sheet.

17. SCHEDULE OF WORK:

The County intends make an award at the June 22, 2021 regularly scheduled BCC meeting and requests to have an application in July in place of the June application for all sites.

The Contractor shall be responsible for establishing an application schedule per Appendix B, which shall be approved by the County prior to beginning services. Once the schedule has been established and approved, no changes shall be made without prior approval by the County.

18. OTHER REQUIREMENTS:

a) The Contractor shall neither use nor recommend the use of chemicals, application methods or practices that do not comply with state and/or federal regulations.

b) In addition to routine applications of fertilizer, the Contractor shall respond in a timely manner to a request for an additional application(s) of fertilizer and/or pest and weed control applications if the Parks Grounds Maintenance Coordinator deems it necessary.

19. INGRESS/EGRESS:

The County shall arrange for and designate ingress/egress points to services areas and the Contractor shall use only these points.

20. REPORTS:

The Contractor shall provide the County with a report of operations including location, acreage of treatments and any other related information or recommendations requested by the Parks Grounds Maintenance Coordinator that may be of importance to the County in planning future weed control. The report will be supplied to the Parks Grounds Maintenance Coordinator within ten (10) calendar days after each monthly treatment has been applied. In addition, the Contractor shall be responsible for submitting reports required to any and all state regulatory agencies, if required.

A 'Daily Project Report' shall be authorized by the Contractor and submitted to the Parks Grounds Maintenance Coordinator for each day that services are performed. This report shall be in Microsoft Office Word, Excel or pdf format and emailed to the Parks Grounds Maintenance Coordinator. At a minimum, the report will include site(s) serviced by date, task worked on and/or completed that day. It should also include weather, number of personnel, equipment used, and any problems encountered.

21. EQUIPMENT:

The Contractor must have adequate equipment to apply fertilizer, pest, disease and weed

control products as required to meet job specifications. A list of equipment must be submitted on the form provided at the time of bid opening to be considered for this bid.

22. **PERSONNEL:**

A list of all personnel that will be servicing on this project must be submitted on the form provided at the time of bid opening to be considered for this bid. Included on the list will be personnel responsible for application of all chemicals with copies of their appropriate licensing from the State of Florida Department of Agriculture. All required licensing shall be kept in an active status for the duration of the contract. Any needed increase in labor and/or equipment or revision of this list, as determined by the County, will not be considered justifiable cause for an adjustment of the unit prices under this contract.

23. **PAYMENT FOR SERVICES:**

Contractor's may submit a monthly invoice, detailing the following: 1) Bid Item#, 2) Site Location, 3) Actual Acres, 4) Unit Price, 5) Extended Price.

The Contractor will only be paid for services that has been satisfactorily completed, approved, and accepted, by the Parks Grounds Maintenance Coordinator. Payment for the services performed will be made at the unit price set forth in the proposal. Each unit price shall include the furnishing of all material, equipment, tools, labor, and supervision to complete the services as planned.

Contractor must obtain prior approval from the Parks Grounds Maintenance Coordinator before performing any and all services outside the limits of the bid items listed in the Price Sheet.

Invoices shall be mailed to the Clay County Board of County Commissioners, Attn: Parks Department, P.O. Box 1366, Green Cove Springs, FL 32043.

All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act.

24. **AWARD:**

Award will be **ALL OR NONE** to a responsible Contractor(s) determined to provide the best value to the County with price, technical, and other applicable factors considered. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

25. **TERM OF AGREEMENT**

The bid shall remain in effect for two (2) years from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful bidder. Adjustment of rates may be negotiated during a renewable term if requested by the successful Contractor. Any adjustment must be agreed upon by the County.

APPENDIX A – PARK LOCATIONS

BID NO. 20/21-46, AGRONOMIC SERVICES FOR CLAY COUNTY PARKS

Park Name	Address	Estimated Acres
Heritage Park	1657 Farm Way, Orange Park, FL 32073	4.0
Pier Station	4160 Pier Station Rd., Penney Farms, FL 32079	1.0
Hunter Douglas	4393 Longmire Rd., Middleburg, FL 32068	2.0
Fox Meadows	1155 Foxmeadow Trail, Middleburg, FL 32068	5.5
Island Forest	6183 Bermuda Dr, Fleming Island, FL 32003	1.0
Ronnie VanZant	2760 Sandridge Rd, Green Cove Springs, FL 32043	4.5
W. E. Varnes	3593 Fortuna Drive, Orange Park, FL 32073	1.5
Fairgrounds	2497 FL-16, Green Cove Springs, FL 32043	16.0
Thunderbolt Park	5700 Hwy. 17, Fleming Island, FL 32003	6.0
Moody Park	3510 Moody Ave., Orange Park, FL 32065	5.0
Neptune Park	2070 Thunderbolt Rd., Fleming Island, FL 32003	3.0
Armstrong	2445 C.R. 220, Fleming Island, FL 32003	6.5
Little Lake Rain	6725 Little Rain Lake Rd., FL 32656	16.0
Twin Lakes	6065 Twin Lakes Rd. S., Keystone Heights, FL 32656	12.0
Omega	4317 C.R. 218, Middleburg, FL 32068	11.0
Carl Pugh	317 S. West St., Green Cove Springs, FL 32043	6.0
Oakleaf	3979 Plantation Oaks Blvd., Orange Park, FL 32065	7.5
Plantation Sports Complex	321 Old Hard Rd., Fleming Island, FL 32043	10.0
Tanglewood	1466 Gifford Ave., Orange Park, FL 32073	5.0

Estimated Acres: 123.5

ATTACHMENT B

PRICE SHEET

**ATTACHMENT B
PRICE SHEET
AGRONOMIC SERVICES FOR CLAY COUNTY PARKS**

GRANULAR APPLICATION						
BID ITEM NO.	GRANULAR APPLICATION	EST ACRES	UNIT	APPLICATION FREQUENCY	GRANULAR UNIT PRICE	EXTENDED PRICE (Acre x Frequency x Unit Price)
1	Pest Control Fipronil 0.0143%	123.5	Acre	1	\$158	\$19,513
2	15-0-15 50%ppscu w/ .67% Oxadiazon	123.5	Acre	3	\$263.40	\$97,589.70
Total for Granular Application Items 1 - 2:						\$ 117,102.70

LIQUID APPLICATION						
BID ITEM NO.	LIQUID APPLICATION	EST ACRES	UNIT	APPLICATION FREQUENCY	LIQUID UNIT PRICE	EXTENDED PRICE (Acre x Frequency x Unit Price)
3	IPM (Integrated Pest Management)	123.5	Acre	3	\$0.00	\$0.00
4	Insecticide Bifenthrin, Metsulfuron/Halosulfuron	123.5	Acre	2	\$113.18	\$27,955.46
5	Pre-Emergent Spectacle with 2,4-D, MECOPROP-p and DICAMBA/Bassagran	123.5	Acre	2	\$118.48	\$29,264.56
6	Princep Pre/Post Emergent for Broadleaf/Grassy Weeds simazine	123.5	Acre	1	\$65.18	\$8,049.73
Total for Liquid Application Items 3 - 6:						\$ 65,269.75

Total for All Bid Items 1 - 6:	\$182,372.45
---------------------------------------	--------------