

A G R E E M E N T

THIS AGREEMENT entered into this 13th day of October, 2004, 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 **JASON R. LEE, d/b/a TRIM ALL LAWN SERVICE, INC.**, Post Office Box 6437, Fernandina Beach, FL 32035, hereinafter referred to as "TRIM ALL".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. TRIM ALL shall provide landscaping services to the County at the Nassau County Judicial Annex, located at 76347 Veterans Way, Yulee, Florida.

2. The services TRIM ALL shall perform are as follows:

1. **MOWING:** Turf will be mowed in intervals not to exceed once every seven (7) days, during the growing season (March 1 through November 30) and biweekly during the non-growing season (December 1 through February 28), and as otherwise needed to maintain a neat appearance or as stated on the bid summary form. In no case shall mowing intervals be greater than fifteen (15) days. Bermuda shall be cut to a height of 1/2 to 3/4 inches and St. Augustine, Bahia, and mixed turf areas to 2.5 to 3 inches under normal conditions. Clippings shall either be vacuumed or blown off all hard surfaces. Any and all clippings that clump or remain visible after mowing shall be mechanically removed at the time mowing is completed in a given area.
2. **EDGING:** The Contractor shall edge plant beds, walkways, roadway edges and all asphalt and hard surfaces by

mechanical means every visit. Clippings shall either be vacuumed or blown off walks, roads and curbs, and material shall be removed and disposed of properly.

3. **STRING TRIMMING:** The Contractor shall use a string trimmer around trees, fences, fire hydrants, buildings, signs, etc., ever visit. Care should be taken that trees and shrubs are not scarred and that fences, buildings, signs, etc., are not damaged.
4. **TURF FERTIZATION:** The Contractor shall apply fertilizers to all turf areas using a complete fertilizer having a minimum 3:1:2 ratio such as 16:4:8, and containing a minimum of 25% slow release nitrogen. Fertilizer is to be applied at the rate of 1lb. of nitrogen per 1,000 square feet and will be applied in March, May, July, and September, or as determined by the County.
5. **INSECTS IN TURF:** The Contractor is responsible for treatment of grass damaging insects on a preventative basis. An insecticide is to be applied to all turf areas, on an as needed basis to reduce or eliminate the population of chinch bugs, mole crickets, sod webworms, army worms, and grass loopers. The timing of these applications is at the discretion of the Contractor. Should the population of the above listed insects reach levels where any grass damage begins to occur, those areas of infestation will be retreated at the Contractor's expense.
6. **DISEASE IN TURF:** Turf damaged by disease and fungus shall be chemically treated to maintain all turf in a healthy and attractive condition.
7. **WEED CONTROL IN TURF:** The Contractor shall apply as necessary according to environmental and seasonal conditions, chemicals to control weeds in turf. Care shall be taken not to apply herbicides on newly mowed turf or turf under stress.

The Contractor shall have on staff a Certified Pest Control Operator who is licensed through the Florida DACS. This designation will prove proper licensing necessary to apply insecticides, fungicides, and herbicides to county property. The County is to be provided with copies of the Certified Pest Control Operator's license and proof of insurance. The Contractor shall provide all chemicals. Applications of all chemicals shall be performed by employee of Contractor and shall be covered by Contractor's Workman's Compensation Insurance.

PART 2: SHRUB, GROUNDCOVER, AND BED MAINTENANCE

1. **PRUNING:** Plants and shrubs shall be pruned by the Contractor at the best time for flower bud development, foliage growth and as the health of the plant may require. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design; they will be pruned in accordance with the intended function of the plant in its present location, and as often as needed to maintain health and appearance. Pruning is an art that must be performed under the supervision of a highly trained foreman. The Contractor shall remove non-hedge growth from hedges and shrubs, such as Spanish moss, vines and grasses. Prune or head back plants in keeping with natural character of plants. Do not uniformly shear plants.

2. **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule.

Ground Cover: Areas where plants more or less cover the entire surface area shall be fertilized at a rate of 1lb. of Nitrogen per application, per 1,000 square feet, four times per year in March, June, September and December. Fertilizer shall be complete and approximately balanced as a 10-10-10.

Shrubs: Use a complete and approximately balanced fertilizer such as a 10-10-10. Apply at the rate of 1lb. of Nitrogen per 1,000 square feet. Broadcast over the entire area under shrubs, four times per year in March, June, September and December.

3. **INSECTS AND DISEASE CONTROL FOR PLANTS:** The Contractor is responsible for the treatment of insects and disease. The appropriate fungicide or insecticide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Inspect plants weekly. The applications will be administered on an as needed basis.

4. **WEED CONTROL IN PLANTS BEDS:**

A. The Contractor shall inspect and weed plant beds weekly for any weeds and errant grasses.

B. Control weeds with use of herbicides, pre-emergent, and preferably, by proper manual removal of weeds and their root systems.

- C. Remove noxious weeds common to the area from planting areas by mechanical means and dispose of properly. Do not leave uprooted weeds in beds.
 - D. Apply herbicide in accordance with manufacturers published instructions.
 - E. Do not apply herbicide when wind speeds are greater than 2 miles per hour. The Contractor shall provide all chemicals.
- 5. **MULCH:** The Contractor shall apply a 3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year.
 - 6. **PALM TREES:** Palm trees are to be fertilized using 16-4-8 or 12-4-8 with minor elements. Apply 2/3 lb. of fertilizer per inch of palm trunk in a diameter four times per year in March, June, September and December. Adjust rates if you use other analysis. Palm tree trimming will be one time per year, scheduled according to the seed pod growth.

PART 3: LITTER REMOVAL

- 1. Remove litter and dead vegetation from job site during regular weekly maintenance visits.

PART 4: IRRIGATION SYSTEM

- 1. Check irrigation system monthly for proper functioning, including start/stop times.
- 2. Program automatic programmable valve controllers for optimum watering of plant materials while maintaining water conservation practices. Adjust irrigation program to compensate for seasonal water requirements.
- 3. Repair damaged heads or laterals. Replace damaged irrigation components, which cannot be repaired, with new functioning components by same manufacturer, including the batteries where applicable. The Contractor shall not exceed \$150.00 per month without prior written approval from the County. Acceptable expenditures include replacement of damaged sprinkler heads, batteries, valve controllers, and laterals/riser. All expenditures shall be documented on monthly invoices.
- 4. Adjust the system for more frequent watering in very dry times or drought conditions. Start watering cycle so that watering ends by 6:00 AM on water cycle days. Properly water locations of new planting as necessary.

PART 5: SAFETY

1. Contractor will be responsible for safe conduct and use of equipment on job site.

3. TRIM ALL shall be compensated at a rate not to exceed \$38,940.00 per year. Said amount shall be paid in equal monthly installments of \$3,245.00 for work performed each month.

4. TRIM ALL shall provide a monthly invoice to the County's representative showing the services performed during the preceding month and indicating the amount. The invoice shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

5. TRIM ALL shall provide within ten (10) days of the date of this contract, proof of insurance to Lew Eason, County Risk Manager, that is acceptable to the County, and said proof of liability insurance shall show the County as an additional insured. If the insurance is not acceptable to the county, the contract shall terminate within ten (10) days of notification from the Risk Manager. Said coverage

shall remain in full force and effect during the term of this Agreement. TRIM ALL shall provide proof of workers' compensation insurance to the County's representative within ten (10) days of the execution of the contract. Insurance coverage shall remain in full force and effect during the term of this Agreement.

6. The County's representative is Bill Howard, Judicial Annex Supervisor.

7. TRIM ALL hereby affirms that it meets the minimum requirements set forth in the county's bid and further acknowledges and understands that the County has relied on that affirmation. In addition, TRIM ALL acknowledges that it is familiar with the bid specifications and the requirements of this contract and has reviewed both the bid specifications and terms of the contract and understands the language in both.

8. This Agreement is for a term of one (1) year commencing on Nov. 1 2004 and terminating on Nov. 1 2005 2005. This Agreement may be extended upon written agreement of both parties for two additional one year periods. Said extension shall be addressed at least sixty (60) days prior to the end of the term of this Agreement.

9. This Agreement may be terminated by either party upon thirty (30) days' written notice. If the contract is terminated, TRIM ALL will be entitled to compensation based upon work performed up to the date of termination only.


10. Notice required by this Agreement shall be as follows:

a. To the County: Clerk of the Court, Post Office Box 456, Fernandina Beach, FL 32035-0456.

b. To TRIM ALL: Jason R. Lee, President, Post Office Box 6437, Fernandina Beach, FL 32035.


11. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



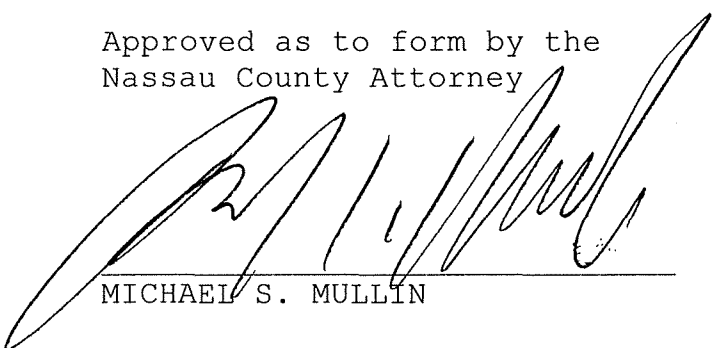
FLOYD L. VANZANT
Its: Chairman

ATTEST:



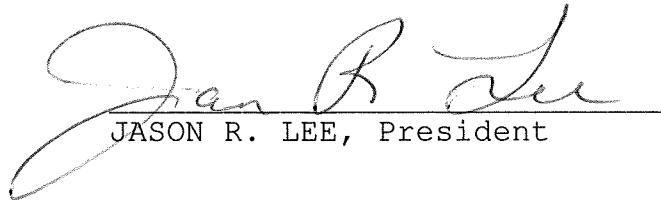
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

TRIM ALL LAWN SERVICE, INC.



JASON R. LEE, President

h/anne/agreements/trim-alllawnservice-judannex

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/14/2004

PRODUCER
ERWIN INS. AGENCY, INC.
7603 LEM TURNER ROAD
JACKSONVILLE, FL 32208

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ATLANTIC LAWN SERVICES, INC.
DBA TRIM ALL LAWN SERVICE
PO BOX 6437
FERNANDINA BEACH, FL 32035

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: NORTH POINTE INS. CO.	
INSURER B: BRIDGEFIELD INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	2094109427	04/01/04	04/01/05	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR					\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	2094109427	04/01/04	04/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANYAUTO					
		<input checked="" type="checkbox"/> SCHEDULED AUTOS					
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANYAUTO					
						OTHER THAN AUTO ONLY: EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY	2094109428	04/01/04	04/01/05	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	830-31790	04/01/04	04/01/05	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Booth