# SECOND RENEWAL OF THE LANDSCAPE MAINTENANCE AGREEMENT

This Renewal Agreement entered into this <u>llth</u> day of <u>October</u>, 2006 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Trim All Lawn Service (hereinafter referred to as Contractor), Post Office Box 6437, Fernandina Beach, Florida 32035.

WHEREAS, the County and Contractor entered into an agreement on the 13th day of October, 2004, for the contractor to provide landscaping services at the Nassau County Judicial Annex, located at 76347 Veterans Way, Yulee, Florida; and

WHEREAS, the original contract provided for up to a maximum of an additional two extension periods for a total of three oneyear terms, upon agreement by both parties; and

WHEREAS, the Board and Trim All Lawn Service entered into a renewal for lawn maintenance services on October 12, 2005 for the October 1, 2005 through September 30, 2006; and

WHEREAS, Contractor has agreed to extend the term of the Agreement for another one year period at the same monthly rates for said services; and

WHEREAS, the Board desires to extend this Agreement for a third one-year period commencing November 1, 2006 through October 31, 2007; and

WHEREAS, this Second Renewal will be the last one-year term renewal.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- The attached agreement for landscape maintenance services is hereby renewed for a one-year period commencing on November 1, 2006 and ending October 31, 2007. Either party may terminate this agreement by giving thirty (30) days written notice.
- The Contractor shall perform its services under this contract, as set forth in the original Agreement dated October 13, 2004, attached hereto as Exhibit A.
- 3. Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee and а representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be

notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall 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 Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

 Paragraph 5 of the original Agreement dated October 12, 2004 shall be amended as follows:

5. TRIM ALL shall provide within ten (10) days of the date of this contract, proof of insurance to Lew Eason <u>Ben Spillers</u>, 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.

- 5. All other terms and conditions of the existing agreement, attached hereto as Exhibit A, shall remain in full force and effect.
- 6. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

A ----BRANAN, - JR. JIM B. HIGGINBOTHAM

Its: <del>Chairman</del>- Vice Chairman

ATTEST as to Chairman's signature:

т., р.,

JOHN A. CRAWFORD Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

MUELIN MICHAEL s.

TRIM ALL LAWN SERVICE JASON LEE Présiden ts:

#### EXHIBIT A

### AGREEMENT

THIS AGREEMENT entered into this <u>13th</u> 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:

- Turf will be mowed in intervals not to exceed 1. MOWING: 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.

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- 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 11b. 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 apply insecticides, necessary to 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 shall be covered by Contractor's Workman's and Compensation Insurance.

### PART 2: SHRUB, GROUNDCOVER, AND BED MAINTENANCE

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- 1. Plants and shrubs shall be pruned by the PRUNING: 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 Contract 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:** Al plant material shall be fertilized by the Contractor using the following schedule.

<u>Ground Cover</u>: Areas where plants more or less cover the entire surface area shall be fertilized at a rate of 11b. 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 11b. 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

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

### PART 4: IRRIGATION SYSTEM

- Check irrigation system monthly for proper functioning, including start/stop times.
- 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

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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.

TRIM ALL shall provide a monthly invoice to the 4. 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 Payment Act. Appropriations necessary for Prompt the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget Non-appropriation the Board of by County process. 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.

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 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 <u>Nov. 1 2009</u> and terminating on <u>Nov. 1 2005</u>, 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.

Its: Chairman

ATTEST:

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J. M. "СНТ*Р*" OXLE

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney MICHAEL S. MULLÍN

# TRIM ALL LAWN SERVICE, INC.

JASON R. LEE, President h/anne/agreements/trim-alllawnservice-judannex

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# RENEWAL OF THE LANDSCAPE MAINTENANCE AGREEMENT

This Renewal Agreement entered into this <u>12th</u> day of <u>October</u>, 2005 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Trim All Lawn Service (hereinafter referred to as Contractor), Post Office Box 6437, Fernandina Beach, Florida 32035.

WHEREAS, the County and Contractor entered into an agreement on the 13th day of October, 2004, for the contractor to provide landscaping services at the Nassau County Judicial Annex, located at 76347 Veterans Way, Yulee, Florida; and

WHEREAS, the original contract provided for up to a maximum of an additional two extension periods for a total of three oneyear terms, upon agreement by both parties; and

WHEREAS, Contractor has agreed to extend the term of the Agreement for another one year period at the same monthly rates for said services; and

WHEREAS, the Board desires to extend this Agreement for a second one-year period commencing November 1, 2005 through October 31, 2006.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party

accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- The attached agreement for landscape maintenance services is hereby renewed for a one-year period commencing on November 1, 2005 and ending October 31, 2006. Either party may terminate this agreement by giving thirty (30) days written notice.
- The Contractor shall perform its services under this contract, as set forth in the original Agreement dated October 13, 2004, attached hereto as Exhibit A.
- 3. Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between

the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall 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 Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

- 4. All other terms and conditions of the existing agreement remain in full force and effect.
- 5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

ANŠLEY N. AQREE Its: Chairman

ATTEST:

CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

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MICHAEL S, MULLIN

TRIM ALL LAWN SERVICE

U JASON LEE Its President

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August 18, 2006

Nassau County Board of County Commissioners Attn: Bill Howard P.O. Box 4000 Fernandina Beach, FL 32034

Mr. Bill Howard:

Bill it has been a pleasure working with you this past two years. We have decided not to increase the price of your yearly contract for the second year in a row, and the scope of work completed over the next year will continue to be the same as previous years. We appreciate that you renewed the contract for the year of 2006-2007 and look forward working together over the next year.

Sincerely, Jason Lee

President



Post Office Box 6437 • Fernandina Beach, FL 32035 • (904) 491-3232 •