

Contract No.: CM1380

Bid/Proposal No.: NC08-042

CONTRACT FOR  
LANDSCAPE SERVICES FOR NASSAU-AMELIA UTILITIES (NAU)

THIS CONTRACT entered into this 22nd day of December, 2008, 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 **SOUTH POINT JACKSONVILLE d/b/a R & D Landscape & Irrigation, Inc.**, 3525 Smithfield Street, Jacksonville, Florida 32217, hereinafter referred to as "Contractor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Landscape Services for Nassau-Amelia Utilities, Bid No. NC08-042, on November 20, 2008 at 2:00 p.m.; and

WHEREAS, Nassau-Amelia Utilities determined that Contractor was the lowest, most responsive and responsible bidder responding to the bid solicitation; and

WHEREAS, on December 22, 2008, the Board of County Commissioners of Nassau County, based on the recommendation of Nassau-Amelia Utilities, awarded the bid Contractor, subject to execution of this contract.

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

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Contractor to furnish materials or services as further described in the Scope of Services attached hereto as Attachment "A" and made a part hereof.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for services rendered without proper purchase order authorization.** The County shall pay the Contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will

be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

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

**SECTION 3. Acceptance of Goods/Services**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Contractor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

**SECTION 4. Compensation**

The County shall pay Consultant in accordance with the provisions contained in the Bid Price Sheet, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

**SECTION 5. Fund Availability**

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

**SECTION 6. Permits/Licenses/Fees**

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

**SECTION 7. Taxes**

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default**

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

**SECTION 14. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Contractor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Contractor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Contractor.

**SECTION 15. Force Majeure**

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

**SECTION 16. Access and Audits**

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

**SECTION 17. Contractor Responsibilities**

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

**SECTION 18. Period of Contract/Option to Extend or Renew**

This Contract shall begin on January 12, 2009 and terminate January 11, 2010. The performance period of this Contract may be extended upon mutual Contract between the Contractor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Contractor.

**SECTION 19. Exercise of Option**

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

**SECTION 20. Probationary Period**

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

**SECTION 21. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Contractor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 22. Supervision**

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

**SECTION 23. Indemnification**

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

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

**SECTION 24. Insurance**

The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

**Workers' Compensation:** The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the

Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the

County, to provide coverage at least equal to the amended statutory limit of liability of the County.

**SECTION 25. Disputes**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

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, 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 Consultant. 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 Consultant. Consultant 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.

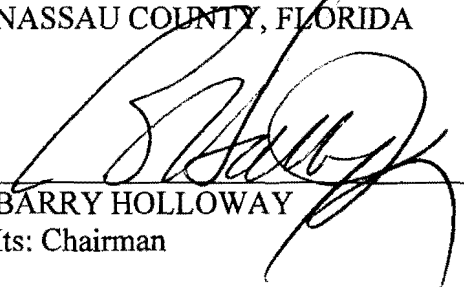
**SECTION 26. Entire Agreement**

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



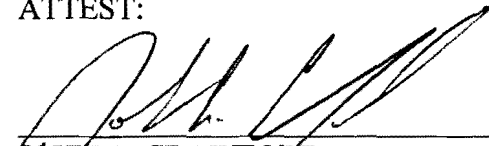
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



BARRY HOLLOWAY  
Its: Chairman

ATTEST:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*COIC 12/22/08*

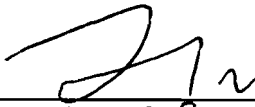
APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY



DAVID A. HALLMAN

[Contractor signature next page]

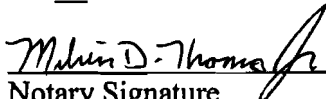
R & D LANDSCAPE & IRRIGATION, INC.

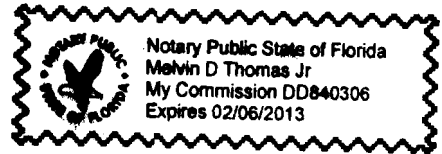
  
By: Tom G. Rowland, Jr.  
Its: President

STATE OF Florida  
COUNTY OF Duval

Before me personally appeared, Tom Rowland Jr., who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of December, 2008.

  
Notary Signature



Notary-Public-State of Florida at large  
My Commission expires: 2/6/2013

## **ATTACHMENT “A” - SCOPE OF WORK**

### **1. SCOPE OF WORK AND RELATED REQUIREMENTS**

#### **1.1 Objective**

Contractor shall be qualified and properly licensed to provide all labor, materials, transportation, and equipment to provide mowing and related landscape maintenance for the waste and wastewater facilities for Nassau-Amelia Utilities (NAU) located on Amelia Island.

#### **1.2 Locations**

##### Site #1

Nassau-Amelia Utilities – Main Treatment Facility  
5390 First Coast Highway  
Fernandina Beach, Florida 32034

##### Site #2

Off-site Lift Station  
Adjacent to the Main Treatment Facility @ address referenced above

##### Site #3

High Pressure Pumping Station  
Beach Lagoon Road  
Fernandina Beach, Florida 32034

#### **1.3 Maintenance Hours**

All maintenance work shall be performed Monday through Friday 8:00 a.m. to 4:00 p.m. The Contractor may work during non-normal hours only with prior approval of the NAU Director.

#### **1.4 Labor, Tools & Equipment**

The Contractor agrees to furnish and pay all expenses for labor, supervision, tools, supplies, chemicals and equipment of whatever type or nature necessary to provide NAU with a full and comprehensive program of mowing maintenance as designated by NAU.

#### **1.5 Mowing**

**1.5.1** Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any “missed” uncut grass.

**1.5.2** All areas will be mowed weekly during the growing season and bi-weekly during the dormant season, and as otherwise needed to maintain a neat appearance. In no case shall mowing intervals be greater than fifteen (15) days.

##### **1.5.3 Seasons:**

March – October: growing season (weekly)

November – February: dormant season (bi-weekly)

1.5.4 All areas will be cleared of litter or debris before mowing so as not to shred and scatter foreign matter.

1.5.5 All mowing operations shall be completed in such a manner as to prevent damage to turf, trees, plant beds, structures, site fixtures, and vehicles.

## 1.6 String Trimming

1.6.1 String trimming shall be performed to maintain a neat, trimmed appearance in areas inaccessible to mowing equipment and shall be done in a manner that cuts the grass blades at approximately the same height as the adjacent mowed area.

1.6.2 String trimming shall occur in conjunction with mowing operations as required.

## 1.7 Weed Control

1.7.1 Undesirable vegetation shall be eliminated from all plant beds

### 1.7.2 Standards

- a. Chemical application shall be used as appropriate and as necessary while manual weeding shall be practiced to control intermittent weeds in areas not suitable for chemical applications.
- b. Any such use of chemicals shall comply with all applicable regulatory and safety standards and shall be limited to those chemicals approved for use by NAU.
- c. Chemical damage to desirable plant material and turf is unacceptable.
- d. The Contractor shall be responsible for replacement of damaged material and for correction of any other problems related directly to chemical application.

## 1.8 Litter/Debris Removal

1.8.1 Contractor shall remove weekly all litter and debris from all areas of the facilities.

1.8.2 All areas will be cleared of litter or debris before mowing so as not to shred and scatter foreign matter (as previously stated in Section 1.4.4).

1.8.3 Contractor shall blow off debris from the parking lot area on a weekly basis.

## 1.9 Fertilization

1.9.1 Fertilization of all turf areas at the main facility should be conducted a minimum twice per year.

## 2.0 Compensation

The Contractor shall be compensated for services on a monthly basis. The compensation amount will be determined by dividing the total annual contract amount into twelve (12) equal monthly payments.

ATTACHMENT "B" - BID PRICE SHEET

LANDSCAPE SERVICES  
FOR NASSAU-AMELIA UTILITIES  
Bid No. NC08-042

COMPANY NAME: Southpoint Jacksonville, Inc. d/b/a R+D Landscape + Irrigation  
ADDRESS: 3525 Smithfield St.  
Jacksonville, FL 32217  
PHONE NUMBER: (904) 737-9733 FAX NUMBER: (904) 737-2240  
EMAIL ADDRESS: rdlandscape@clearwire.net

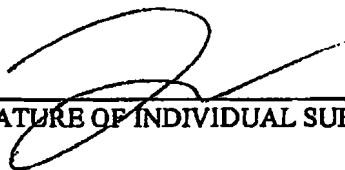
BID PRICE \$ 15,846.00 PER YEAR (TO BE PAID MONTHLY)

BID PRICE WRITTEN OUT Fifteen Thousand Eight Hundred Forty-Six dollars  
and none cents.

The Undersigned, as bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud.

The Bidder further declares that he has read and examined the scope of work and informed himself fully in regard to all conditions pertaining to the Work to be done; and that he has satisfied himself fully relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, to furnish all necessary materials, equipment machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as approved by the Board of County Commissioners of Nassau County, Florida.

  
SIGNATURE OF INDIVIDUAL SUBMITTING BID

11/11/08  
DATE

Tom Rowan Jr.  
PRINTED NAME

President  
TITLE



R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314

PROP # M7135

**R & D LANDSCAPE & IRRIGATION  
PROPOSAL FOR LANDSCAPE MAINTENANCE  
FOR NASSAU-AMELIA UTILITIES-MAIN TREATMENT  
5390 FIRST COAST HWY**

**GENERAL PROVISIONS**

1. This proposal is based on a one year contract, in which either party can terminate this agreement with a written 30 days notice.
2. This proposal is for Nassau-Amelia Utilities Main Treatment.
3. Property shall be serviced once per week during the months of March through October and every two weeks during the remaining months.

**SERVICES CONTRACTOR WILL PERFORM**

1. All turf areas will be mowed as required to maintain neat, attractive, and healthy conditions.
2. All turf adjacent to walkways, parking lots, curbs, and plant beds shall be power edged periodically to assure a clean edge.
3. Weed eating around trees, fences, fire hydrants, buildings, signs, lake banks, etc. weekly or as needed. Care shall be taken that trees and shrubs are not scarred and that fences and buildings are not damaged.
4. Weeding of plant beds shall be performed as necessary to maintain a neat appearance.
5. All debris created by contractor will be removed from property. All clippings and leaves will be removed from walks, driveways, and patios.
6. All trash and litter will be removed from property.
7. Shrubs will be trimmed to maintain a neat appearance.
8. Tree canopies will be maintained to a proper height.
9. Turf areas will be treated with fertilizer two times per year and will include herbicide and insecticide.
10. In the event of time lost due to heavy rains contractor will reschedule remaining time accordingly to visit each account in the time remaining. Contractor shall work on Saturdays to make up lost time, but shall not work on Sundays.



R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314


**COMPENSATION**

The above described services shall be performed for the sum of Twelve Thousand Six Hundred Thirty dollars (\$12,630.00), payable in twelve consecutive monthly payments of One Thousand Fifty-Two dollars and Fifty cents (\$1,052.50). Payments will be due on or before the 1st day of the month following the month in which the services are performed.

**ACCEPTANCE OF PROPOSAL FOR NASSAU-AMELIA UTILITIES-MAIN  
TREATMENT  
5390 FIRST COAST HWY**

R & D Landscape & Irrigation, Inc.

Charlotte Young

By:   
Tom Rowand Jr.  
November 12, 2008

By: \_\_\_\_\_  
\_\_\_\_\_, 2008



R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314

PROP # M7136

**R & D LANDSCAPE & IRRIGATION  
PROPOSAL FOR LANDSCAPE MAINTENANCE  
FOR THE OFF SITE LIFT STATION**

**GENERAL PROVISIONS**

1. This proposal is based on a one year contract, in which either party can terminate this agreement with a written 30 days notice.
2. This proposal is for the Off Site Lift Station.
3. Property shall be serviced once per week during the months of March through October and every two weeks during the remaining months.

**SERVICES CONTRACTOR WILL PERFORM**

1. All turf areas will be mowed as required to maintain neat, attractive, and healthy conditions.
2. All turf adjacent to walkways, parking lots, curbs, and plant beds shall be power edged periodically to assure a clean edge.
3. Weed eating around trees, fences, fire hydrants, buildings, signs, lake banks, etc. weekly or as needed. Care shall be taken that trees and shrubs are not scarred and that fences and buildings are not damaged.
4. Weeding of plant beds shall be performed as necessary to maintain a neat appearance.
5. All debris created by contractor will be removed from property. All clippings and leaves will be removed from walks, driveways, and patios.
6. All trash and litter will be removed from property.
7. Shrubs will be trimmed to maintain a neat appearance.
8. Tree canopies will be maintained to a proper height.
9. Turf areas will be treated with fertilizer two times per year and will include herbicide and insecticide.
10. In the event of time lost due to heavy rains contractor will reschedule remaining time accordingly to visit each account in the time remaining. Contractor shall work on Saturdays to make up lost time, but shall not work on Sundays.





R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314

### COMPENSATION

The above described services shall be performed for the sum of One Thousand One Hundred Sixteen dollars (\$1,116.00), payable in twelve consecutive monthly payments of Ninety-Three dollars (\$93.00). Payments will be due on or before the 1st day of the month following the month in which the services are performed.

### ACCEPTANCE OF PROPOSAL FOR THE OFF SITE LIFT STATION

R & D Landscape & Irrigation, Inc.

Charlotte Young

By: \_\_\_\_\_

Tom Rowand Jr.

November 12, 2008

By: \_\_\_\_\_

\_\_\_\_\_, 2008



R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314

PROP # M7137

**R & D LANDSCAPE & IRRIGATION  
PROPOSAL FOR LANDSCAPE MAINTENANCE  
FOR HIGH PRESSURE PUMPING STATION  
ON BEACH LAGOON ROAD**

**GENERAL PROVISIONS**

1. This proposal is based on a one year contract, in which either party can terminate this agreement with a written 30 days notice.
2. This proposal is for the High Pressure Pumping Station.
3. Property shall be serviced once per week during the months of March through October and every two weeks during the remaining months.

**SERVICES CONTRACTOR WILL PERFORM**

1. All turf areas will be mowed as required to maintain neat, attractive, and healthy conditions.
2. All turf adjacent to walkways, parking lots, curbs, and plant beds shall be power edged periodically to assure a clean edge.
3. Weed eating around trees, fences, fire hydrants, buildings, signs, lake banks, etc. weekly or as needed. Care shall be taken that trees and shrubs are not scarred and that fences and buildings are not damaged.
4. Weeding of plant beds shall be performed as necessary to maintain a neat appearance.
5. All debris created by contractor will be removed from property. All clippings and leaves will be removed from walks, driveways, and patios.
6. All trash and litter will be removed from property.
7. Shrubs will be trimmed to maintain a neat appearance.
8. Tree canopies will be maintained to a proper height.
9. Turf areas will be treated with fertilizer two times per year and will include herbicide and insecticide.
10. In the event of time lost due to heavy rains contractor will reschedule remaining time accordingly to visit each account in the time remaining. Contractor shall work on Saturdays to make up lost time, but shall not work on Sundays.



R&D Landscape & Irrigation, Inc.  
P.O. Box 24271 Jacksonville, FL 32241  
(904) 737-9733 or (904) 858-3314

### COMPENSATION

The above described services shall be performed for the sum of Two Thousand One Hundred dollars (\$2,100.00), payable in twelve consecutive monthly payments of One Hundred Seventy-Five dollars (\$175.00). Payments will be due on or before the 1st day of the month following the month in which the services are performed.

### ACCEPTANCE OF PROPOSAL FOR HIGH PRESSURE PUMPING STATION

R & D Landscape & Irrigation, Inc.

Charlotte Young

By: \_\_\_\_\_

Tom Rowand Jr.

November 12, 2008

By: \_\_\_\_\_

\_\_\_\_\_, 2008