

Contract No. CN08-88
Bid/RFP No. NC08-003

AGREEMENT FOR THE
JUDICIAL ANNEX LANDSCAPE MAINTENANCE

THIS AGREEMENT entered into this 24th day of March, 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 Sarge's Lawn Care, located at 55114 Jewel Thomas Road, Callahan, Florida 32011, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for the Judicial Annex Landscape Maintenance, Bid No. NC08-003, on January 15, 2008 at 2:00 p.m.; and

WHEREAS, Vendor desires to render certain services as described in the Scope of Work, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Vendor to provide the services described in the Scope of Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. SERVICES

Vendor shall provide landscaping services to the County at the Nassau County Judicial Annex, located at 76347 Veterans Way, Yulee, Florida 32097, as set forth in

the Scope of Work attached hereto as Attachment "A" and made a part hereof.

SECTION 2. TERM

This Agreement is for a term of ~~two (2) years~~ commencing on ~~March 1, 2008~~ the date of execution and terminating on September 30, 2009. 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 or extended period.

SECTION 3. AUTOMATIC EXTENSION

The County reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide County departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the County shall notify Vendor, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension.

SECTION 4. COMPENSATION

Vendor shall be compensated at a rate not to exceed \$31,164.00 per year. Said amount shall be paid in equal monthly installments of \$2,597.00 for work performed each month.

SECTION 5. PAYMENT AND BILLING

Vendor shall provide a monthly invoice to the County's representative showing the services performed during the preceding month and indicating the amount. Invoices shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, Florida Prompt Payment Act.

SECTION 6. APPROPRIATION

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.

SECTION 7. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be made by the County. All work performed must meet the specifications herein. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets bid specifications and conditions. Should the services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action.

SECTION 8. TERMINATION

(a) The County may, by written notice to the Vendor terminate this Agreement in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its Agreement obligations. Upon receipt of such notice, the Vendor shall immediately discontinue all services affected unless the notice directs otherwise

(b) If the termination is for the convenience of the County, the Vendor shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the Vendor to fulfill its Agreement obligations, the County may take over the work AND PROSECUTE THE SAME TO COMPLETION BY

OTHER Agreements or otherwise. In such case, the Vendor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. The Vendor shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Vendor, provided, however, that the Vendor shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the County in either it's sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the Vendor.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the Vendor had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT

The Vendor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are

treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 10. INDEMNIFICATION AND INSURANCE

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

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

The 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 Agreement, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by the Vendor as not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Agreement.

Workers' Compensation: The Vendor 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 Vendor 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 Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor 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 Agreement 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.

SECTION 11. DISPUTES

Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the Department Director with a copy to the County Coordinator 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 Department Director or their designee and a representative of the Vendor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Coordinator and the Department Director or their designee(s) shall meet with the Vendor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Department Director. 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 Vendor. 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 Vendor. The Vendor 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 12. CONTROLLING LAWS AND VENUE

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County, Florida.

SECTION 13. MODIFICATION

None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 14. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) the agent, representative,

or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 15. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 16. RULES AND REGULATIONS

The Vendor shall comply with all applicable federal, state, and local rules and regulations in providing services to the County under this Agreement. The Vendor acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations. The Vendor further agrees to include this provision in all subcontracts issued as a result of this Agreement.

SECTION 17. PERMITS/LICENSES/FEES

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

SECTION 18. ASSIGNMENT & SUBCONTRACTING

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

SECTION 19. ACCESS AND AUDITS

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Agreement. 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.

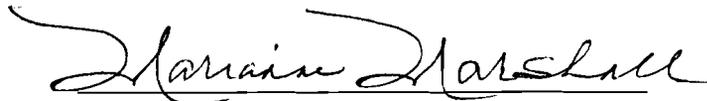
SECTION 20. ENTIRE AGREEMENT

The written terms and provisions of this Agreement 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 Agreement or contract documents.

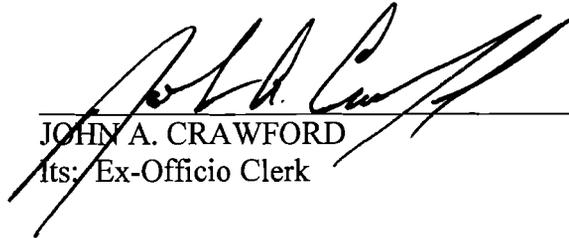
IN WITNESS WHEREOF, the parties hereto have executed,
or caused to be executed by their duly authorized
officials, this Agreement in two (2) copies, each of which
shall be deemed an original in the year and day first
mentioned above.

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY



MARIANNE MARSHALL
Its: Chair

ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE/ACCOUNTABILITY



DATE 3/24/08

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

SARGE'S LAWN CARE



By: Charles M. Cole
Its: Owner

STATE OF FLORIDA
COUNTY OF Florida

Personally appeared before me, the undersigned authority, Mike Cole, who is personally known to me or who produced the following identification drivers license, and who after first being sworn by me, affixed his/her signature in the space provided on this 15th day of February, 2008.

[SEAL]
Charlotte J. Young
Commission # DD4886t
Expires November 7, 2008
Banco Troy Fair - Insurance, Inc. 800-365-7015



NOTARY PUBLIC

ATTACHMENT "A"

SCOPE OF WORK

NASSAU COUNTY JUDICIAL ANNEX LANDSCAPE MAINTENANCE ANNUAL CONTRACT SCOPE OF WORK

- PART I.** Area is comprised of all landscaped areas on Judicial Annex property. This revised Scope of Work is taken from the Florida Green Industries Best Management Practices for Protection of Water Resources.
<http://turfpath.ifas.ufl.edu/turfgrass/pdf/BMPmanual.pdf>
- 1.1** **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 bi-weekly 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. Common Bermuda grass should be mowed at the 1.5 inch height; St. Augustine grass and Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by removing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds.
- 1.2** **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 but never placed into retention ponds or down storm water drain systems.
- 1.3** **STRING TRIMMING:** The Contractor shall use a string trimmer around trees, fences, fire hydrants, buildings signs, etc., every visit. Care should be taken that trees and shrubs are not scarred and fences, buildings, signs, etc., are not damaged.
- 1.4** **TURF FERTIZATION:** The Contractor shall apply fertilizer according to a soil test analysis. Unless soil test indicates other needs: use 15-0-15 complete fertilizer with 30% slow release nitrogen. Nitrogen recommendations or lbs N per 1000 square feet per year: Bahia – 2-3lbs; St. Augustine – 3-4 lbs; Bermuda – 3-5 pounds per 1000 sq. ft per year. Suggested schedule: Fertilize starting in late March or early April, again in June with 15-0-15, a low N-high K and iron sulfate in summer. One last application in early Oct using high K again and moderate N. Applications of fertilizers should never occur when heavy rainfall is imminent.
- 1.5** **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 using current Integrated Pest Management (IPM) techniques such as proper identification, early detection and monitoring. 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.

- 1.6 **DISEASE IN TURF:** Turf damage by disease and fungus shall be chemically treated to maintain all turf in a healthy and attractive condition. Proper IPM (Integrated Pest Management) procedures should be followed: Identify Key Pest on Key Plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods such as cleaning lawn mower blades between jobs or bagging diseased grass blades should also be employed.
- 1.7 **WEED CONTROL IN TURF:** The Contractor shall apply as necessary according to environmental and seasonal conditions, chemicals to control weeds in turf. The best weed control is proper maintenance of turfgrass (mowing, irrigation and fertilization) as stated above. 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, GROUND COVER, AND BED MAINTENANCE

- 2.1 **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 plants in keeping with natural character of plants. Do not uniformly shear plants. The following pruning techniques are not allowed on trees or shrubs: topping, lion tailing, hat racking or heading. Use reduction cuts if height of plant is a concern. Pruning should be done to improve tree/shrub health, reduce risk of failure, control growth or enhance flowering. UF/IFAS Pruning Landscape Trees and Shrubs: <http://edis.ifas.ufl.edu/MG087>
- 2.2 **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule. A soil test should be taken to determine fertilization needs and soil pH. Unless soil test indicates other needs use a phosphorus amounts at 1-2 %. Nitrogen/potassium ratios should be 1:1 to 2:1. Apply minimal amount to achieve the desired effect. Established trees (more than three to five years since transplanting) do not need routine fertilization especially when located within turfgrass landscapes. To minimize leaching losses, broadcast N and K₂O in small increments throughout the growing season about 12 weeks (March, June, and September-October). Read and follow all directions on the fertilizer label. Standard fertilizer recommendations: <http://edis.ifas.ufl.edu/CN011>
- 2.3 **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 (scout and monitor) plants weekly. Chemical applications will be administered on an as needed basis. Proper IPM (Integrated Pest Management) procedures should be followed: identify key pest on key plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods should also be employed.

2.4 WEED CONTROL IN PLANTS BEDS:

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

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

2.4.3 Remove noxious weeds common to the area from planting areas by mechanical or chemical means and dispose of properly. Do not leave uprooted weeds in beds or along landscape.

2.4.4 Apply herbicide in accordance with manufacturers published instructions.

2.4.5 Do not apply herbicide when wind speeds are greater than 2 miles per hour. The Contractor shall provide all chemicals.

2.5 **MULCH:** The Contractor shall apply a 2-3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year. Mulch should be applied just outside the rootball, never touching the trunk or stem of trees or shrubs. Pine products are first preference as they improve soil. Avoid using rock or lime products as these change the pH and compact the soil.

2.6 **PALM TREES:** N,P,K, Mg should be in a ratio of 8:1:12:4 with the K and Mg in slow release form with the inclusion of minor elements. Application should occur spring, summer and fall just outside the rootball and completely broadcast under the palm canopy. Adjust rates if you use other analysis. Palm fronds should remain on the tree unless completely brown using proper pruning techniques. Palm tree trimming should be done on an as needed basis but seed pod removal should be part of normal maintenance.

PART 3: LITTER REMOVAL

3.1 Remove litter and dead vegetation from job site during regular weekly maintenance visits. Special precaution should be made for removal of plants with insect or disease infestations. Proper disposal of invasive or exotic insects or diseases must follow DEP or FDACS guidelines.

PART 4: IRRIGATION SYSTEM

4.1 Check irrigation system monthly for proper functioning, including start/stop times. Be sure rain sensor is in working order.

4.2 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.

4.3 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.

- 4.4 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

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

(End of Technical Specification/Scope of Work)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2008

PRODUCER (407)788-3000 FAX (407)788-7933
 Insurance Office of America, Inc.
 P.O. Box 162207
 Altamonte Springs, FL 32716-2207
 Abraham Castillo
 Insured Charles Cole
 DBA: d/b/a Sarge's Lawn Care
 55114 Jewel Thomas Road
 Callahan, FL 32011

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.

RECEIVED
 CONTRACT MANAGEMENT
 2008 FEB 14 PM 4:37

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern-Owners	10190
INSURER B: Hartford Underwriters Ins. Co.	30104
INSURER C: Zenith Ins Co	
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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72698482	09/21/2007	09/21/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$500. <input checked="" type="checkbox"/> Coll Ded. \$500.	21UECTS1119	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
3	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2066850304	01/01/2008	01/01/2009	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER
 Nassau County Board of County Commissioners
 Attn: Contract Management Department
 96135 Nassau Place
 Suite 6
 Yulee, FL 32097

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Kevin Pateracki/TRICIA *K. Pateracki*

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 02/12/2008

PRODUCER (407)788-3000 FAX (407)788-7933
Insurance Office of America, Inc.
P.O. Box 162207
Altamonte Springs, FL 32716-2207
Abraham Castillo
INSURED Charles Cole
DBA: d/b/a Sarge's Lawn Care
55114 Jewel Thomas Road
Callahan, FL 32011

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern-Owners	10190
INSURER B: Hartford Underwriters Ins. Co.	30104
INSURER C: Zenith Ins Co	
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 ADDL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	72698482	09/21/2007	09/21/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$500. <input checked="" type="checkbox"/> Coll Ded. \$500.	21UECTS1119	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z066850304	01/01/2008	01/01/2009	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

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

CERTIFICATE HOLDER
Nassau County Board of County Commissioners
Attn: Contract Management Department
96135 Nassau Place
Suite 6
Yulee, FL 32097

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Kevin Pateracki/TRICIA

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Michael H. Boyle Dist. No. 2 Amelia Island
Tom Branan Dist. No. 3 Yulee
Barry Holloway Dist. No. 4 Bryceville
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

EDWARD L. SEALOVER
County Coordinator

March 25, 2008

Charles M. Cole
Sarge's Lawn Care
55114 Jewel Thomas Road
Callahan, FL 32011

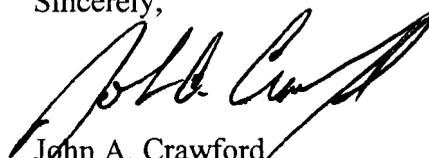
RE: Judicial Annex Landscape Maintenance Agreement

Dear Mr. Cole:

During a regular session of the Nassau County Board of County Commissioners held March 24, 2008, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed one original agreement for your record.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,



John A. Crawford
Ex-Officio Clerk

enclosure

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer