

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1764

CONTRACTOR INFORMATION

Name: Trim All Lawn Service, Inc.

Address: 97030 Elk Creek Court Fernandina Beach Florida 32034

Contractor's Administrator Name: _____ Title: _____

Tel#: 904-491-3232 Fax#: _____ Email: trimalllawns@aol.com

CONTRACT INFORMATION

Contract Name: Landscape Maintenance -Judicial Annex & EOC Contract Value: \$ 36,290.00

Brief Description: Landscape Maintenance Agreement at the Judicial Annex and the Emergency Operations Center.

Contract Dates October 1, 2011 to Sept. 30, 2012 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- Danell Milligan 8-5-2011
Department Head Signature Date
- Charlotte Young 8-8-11
Contract Management Date
- [Signature] 8-10-11
County Attorney (approved as to form only) Date
- [Signature] 8-12-11
Office of Management & Budget Date

Funding Source/Acct #

01189712-534013 \$30,290.00

01258525-534013 \$ 6,000.00

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 8/12/11
Ted Selby-County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

RECEIVED
 OFFICE OF CLERK OF COURTS
 NASSAU COUNTY FLORIDA
 11 AUG 17 PM 4:03
 RECEIVED
 CONTRACT MANAGEMENT
 2011 AUG - 8 PM 2:40
 RECEIVED
 CONTRACT MANAGEMENT
 2011 AUG 16 PM 2:24

AGREEMENT FOR THE LANDSCAPE MAINTENANCE AT THE JUDICIAL ANNEX AND THE EMERGENCY OPERATIONS CENTER

THIS AGREEMENT entered into this 12th day of August, 2011, 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 TRIM ALL LAWN SERVICE, INC., located at 97030 Elk Creek Court, Fernandina Beach, FL 32034, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received written quotes for the Judicial Annex Landscape Maintenance for the Judicial Annex and the Emergency Operations Center, on July 15, 2011; 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, and the Emergency Operations Center, located at 77150 Citizens Circle, 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 one (1) year commencing on October 1, 2011 and terminating on September 30, 2012. 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 \$36,290.00 per year. Said amount shall be paid for work performed each month in monthly installments as follows: \$3,024.17 each month for the period of October through August and the final monthly installment of \$3,024.13 for September.

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 its 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 \$1,000,000 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 Contract 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 County Manager with a copy to the Department Head or Vendor, 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 Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

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

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.

COMMISSIONERS,

BOARD OF COUNTY
NASSAU COUNTY

Ted Selby
TED SELBY, COUNTY MANAGER
Its: Designee

TRIM ALL LAWN SERVICE, INC.

Jason Lee
Signature
Jason Lee
By: (Print name)
JRL
Its:

STATE OF FLORIDA
COUNTY OF Nassau

Personally appeared before me, the undersigned authority,
Jason Lee who is personally known to me or who produced the following identification _____, and who after first being sworn by me, affixed his/her signature in the space provided on this 5th day of August, 2011.

Cynthia Collins
NOTARY PUBLIC



My Commission Expires November 14, 2014

ATTACHMENT "A"

SCOPE OF WORK

**NASSAU COUNTY JUDICIAL ANNEX AND EMERGENCY OPERATIONS CENTER
LANDSCAPE MAINTENANCE ANNUAL CONTRACT
SCOPE OF WORK**

PART I. Area is comprised of all landscaped areas on Judicial Annex property and the Emergency Operations Center. Site plan is attached as part of this scope of work.

- 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. In no case shall mowing intervals be greater than fifteen (15) days. Bermuda shall be cut to a height of ½ to ¾ 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.
- 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.
- 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 that fences, buildings, signs, etc., are not damaged.
- 1.4 **TURF FERTILIZATION:** The Contractor shall apply fertilizers to all turf areas using a complete fertilizer having a minimum 4:1:2 ratio such as 16:4:8, and containing a minimum of 25% slow release nitrogen. Fertilizer is to be applied at the rate of 1 lb. of nitrogen per 1,000 square feet and will be applied in March, May, July and September, or as determined by the County.
- 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. 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.
- 1.7 **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 stall 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.

- 1.8 **INTERSECTIONS:** The Contractor shall maintain cord grass at all intersections to a height level that allows a clear view of oncoming traffic at all times.
- 1.9 **PARKING AREAS:** The Contractor shall allow ample time to complete all required work in the parking areas either before the start of normal business hours at 8:00 am or after 5 pm when normal business hours end. This will alleviate the need to work around vehicles and ensure all areas are mowed, trimmed and edged as needed.

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 or head back plants in keeping with natural character of plants. Do not uniformly shear plants.
- 2.2 **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule.
- 2.2.1 **Ground Cover:** Areas where plants more or less cover the entire surface area shall be fertilized at a rate of 1 lb. of Nitrogen per application, per 1,000 square feet, four times per year in March, June, September and December. Fertilizer shall be completed and approximately balanced as a 10-10-10.
- 2.2.2 **Shrubs:** Use a complete and approximately balanced fertilizer such as a 10-10-10. Apply at the rate of 1 lb. of Nitrogen per 1,000 square feet. Broadcast over the entire area under shrubs, four times per year in March, June, September and December.
- 2.3 **INSECTS AND DISEASE CONTROLL 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.
- 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 means and dispose of properly. Do not leave uprooted weeds in beds.
 - 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 3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year.
- 2.6 **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

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

PART 4: IRRIGATION SYSTEM

- 4.1 Check irrigation system monthly for proper functioning, including start/stop times.
- 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.
- 5.2 Contractor, and any subcontractors, shall provide Material Safety Data Sheets for all chemicals used. This shall include any chemicals such as pest control or fertilization products.

- 5.3 When chemicals are applied, by Contractor or any subcontractor, notices shall be posted in the appropriate areas advising what was applied and any restrictions of use of the area, i.e. stay off the grass for specified time period.

PART 6: ADDITIONAL REQUIREMENTS

- 6.1 Contractor shall provide to maintenance staff a written record of work performed each visit.

Suzie Fontes

From: Charlotte Young
Sent: Thursday, August 04, 2011 10:22 AM
To: trimalllawns@aol.com
Cc: Tim Milligan; Suzie Fontes
Subject: Notice of Award - Agreement CM1764_Landscape Maintenance for Nassau County Judicial Annex and Emergency Operations Center
Attachments: CM1764_Trim All.doc; CM1764_Attachment A.doc

Facilities Maintenance, in consideration of the quotes submitted on July 15, 2011 for the above referenced agreement, has selected Trim All Lawn Service, Inc. to be awarded the quote.

Attached is a copy of the Agreement and Scope of Service for your review and approval. If you are okay with the agreement we can proceed as follows: (1) you can come by my office and execute the agreement; or (2) you can print out two (2) originals, sign and have both notarized and return both back to my office for full execution. Just let me know which option you choose.

Please take note that this agreement is not valid until all parties have signed. The agreement has not been through legal review and will need to be processed through the County's established approval process before it can be fully executed by the County Manager (designee for the Board of County Commissioners). Please do not incur any expense or enter into any contractual obligation until such time as the agreement has been fully executed and an original (or copy) is returned back to you. As a reminder, a Certificate of Insurance naming Nassau County as an additional insured will be required before any work is performed (prior to Oct. 1, 2011).

If you have any questions or concerns, please do not hesitate to contact me.

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- 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 that fences, buildings, signs, etc., are not damaged.
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- 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. 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.
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PART 2: SHRUB, GROUNDCOVER, 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 or head back plants in keeping with natural character of plants. Do not uniformly shear plants.
- 2.2 **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule.
- 2.2.1 **Ground Cover:** Areas where plants more or less cover the entire surface area shall be fertilized at a rate of 1 lb. of Nitrogen per application, per 1,000 square feet, four times per year in March, June, September and December. Fertilizer shall be completed and approximately balanced as a 10-10-10.
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- 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 means and dispose of properly. Do not leave uprooted weeds in beds.
 - 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 3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year.
- 2.6 **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

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

PART 4: IRRIGATION SYSTEM

- 4.1 Check irrigation system monthly for proper functioning, including start/stop times.
- 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.
- 5.2 Contractor, and any subcontractors, shall provide Material Safety Data Sheets for all chemicals used. This shall include any chemicals such as pest control or fertilization products.

- 5.3** When chemicals are applied, by Contractor or any subcontractor, notices shall be posted in the appropriate areas advising what was applied and any restrictions of use of the area, i.e. stay off the grass for specified time period.

PART 6: ADDITIONAL REQUIREMENTS

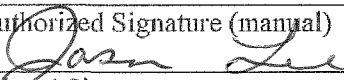
- 6.1** Contractor shall provide to maintenance staff a written record of work performed each visit.

REQUEST FOR QUOTES

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FACILITIES MAINTENANCE DEPARTMENT

Quote Title: Landscape Maintenance for Nassau County Judicial Annex and Emergency Operations Center,	
Requesting Department: Facilities Maintenance	Contact: Bill Howard
Contact Address: 76347 Veterans Way Yulee, Florida 32097	Contact Number Phone: (904)548-4969 or cell (904)753-0373 Email: bhoward@nassaucountyfl.com
Due Date: July 15, 2011	Time Due: 2:00 PM
Location to Deliver Quote: 76347 Veterans Way, Yulee, FL 32097; 2nd floor Clerk Services	

In accordance with the intent and content of this Request for Quote, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: Trim All Lawn Service, Inc		
Business Address 97030 Elk Creek Ct, Fernandina Beach, FL 32034		
Phone Number (904)491-3232	Fax Number (904)491-8710	E-Mail Address: trimalllawns@aol.com
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual) 	Date: 7-13-2011	
Printed Signature: Jason Lee	Title: president	

BIDDER DECLARATION / ACKNOWLEDGMENT

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. – OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Agreement with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

ATTACHMENT "B"

BID FORM

NASSAU COUNTY JUDICIAL ANNEX
LANDSCAPE MAINTENANCE ANNUAL CONTRACT

COMPANY NAME: Trim All Lawn Service, Inc
ADDRESS: 97030 Elk Creek Court Ct
Fernandina Beach, FL 32034
PHONE NUMBER: (904) 491-3232 FAX NUMBER: (904) 491-8710
EMAIL ADDRESS: trimalllawns@aol.com

PRICE PER YEAR \$ 36,290.⁰⁰
(TO BE PAID MONTHLY)

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 ha 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.

Jason Lee 7-13-2011
SIGNATURE OF INDIVIDUAL SUBMITTING BID DATE

Jason Lee President
PRINTED NAME TITLE

ATTACHMENT "C"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County Judicial Annex.
2. This sworn statement is submitted by Trim All Lawn Service, Inc (entity submitting sworn statement), whose business address is 97030 Elk Creek Ct., Fernandina Beach, FL 32034 and its Federal Employee Identification Number (FEIN) is 20-0142932. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Jason Lee (please print name of individual signing), and my relationship to the entity named above is president.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any

affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Jason Lee
(Signature)

7-13-2011

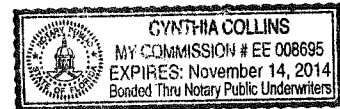
Date

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPREAED BEFORE ME, the undersigned authority, Jason Lee, who, after first being sworn by me, affixed his/her signature in the space provided above on this 12 day of July, 2011.

Cynthia M. Collins
(Notary Public)

My Commission Expires: November 14, 2014 (seal)



ATTACHMENT "D"

STATEMENT OF EXPERIENCE & CONTRACTOR INFORMATION

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications. Please provide an entry on each line provided - Bidders who fail to provide information will be considered to be evading the question and the bidder will be deemed unresponsive.

1. FIRM NAME: Trim All Lawn Service, Inc
Address: 97030 Elk Creek Ct.
City/State/Zip: Fernandina Beach, FL 32034
Phone: (904) 491-3232 Fax: (904) 491-8710
Name of primary contact responsible for work performance: Jason Lee
Phone: 904 491-3232 Cell Phone: 904-753-3365 Email TrimAllLawns@AOL.com

2. INSURANCE:
Surety Company: St. Paul Fire + marine Ins
Agent Company: John T. Ferreira
Agent Contact: Shaun Wokeshin
Total Bonding Capacity: \$ 50,000 Value of Work Presently Bonded: \$ _____

3. EXPERIENCE:
Years in business: 17 years
Years in business under this name: 17
Years performing this type of work: 17
Value of work now under contract: \$1,600,000.00
Value of work in place last year: \$1,600,000.00
Percentage (%) of work usually self-performed: 98%
Has firm: Failed to complete a contract: no
Been involved in bankruptcy or reorganization: no
Pending judgment claims or suits against firm: no

4. PERSONNEL
How many employees does your company employ:

Management	<u>3</u>	Full time	_____	Part time
Site/Crew Supervisors	<u>5</u>	Full time	_____	Part time
Workers/Laborers	<u>15</u>	Full time	_____	Part time
Clerical	<u>1</u>	Full time	<u>1</u>	Part time
Other	<u>6</u>	Full time	_____	Part time

Name of subcontractors you may use and the service or work to be provided:

Myers Tractor Service - Tree Cutting / Trimming
Lamb's Nursery - Installation of annuals

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency

Name: Amelia - Seaside Retreat

Address: 8030 1st Coast Highway #101, Fernandina Beach, FL 32034

Contract Person: Ken Graham

Phone: (904) 753-9101 Fax: _____

Email: kgig8030@aol.com

Project Description: lawn maintenance, Irrigation, fertilization

Contract \$ Amount: \$30,999.96

Date Completed: Current contract

Reference #2:

Company/Agency

Name: Sea Watch HOA

Address: 4982 Sea Watch Dr., Fernandina Beach, FL 32034

Contract Person: Kathy Samolis

Phone: (904) 556-1273 Fax: _____

Email: amelia.dudes2000@yahoo.com

Project Description: lawn maintenance, irrigation, fertilization

Contract \$ Amount: \$20,829.96

Date Completed: Current contract

Reference #3:

Company/Agency

Name: Osprey Village

Address: 48 Osprey Village Dr., Amelia Island, FL 32034

Contract Person: David Watt

Phone: (904) 753-2281 Fax: (904) 277-0075

Email: dwatt@osprey-village.com

Project Description: lawn maintenance, fertilization, irrigation

Contract \$ Amount: \$129,699.96

Date Completed: Current Contract

6. PAST HISTORY

Attach a list of locations maintained for each of the last three (3) years. Information shall consist of the type of landscape maintenance, nature of work performed, size and complexity, location, and contract value.

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

Properties Maintained in the last 3 years

PROPERTY	TYPE OF L/S MAINTENANCE	NATURE OF WORK	SIZE	COMPLEXITY	LOCATION	CONTRACT VALUE
OSPREY VILLAGE	COMPLETE LAWN MAINTENANCE INCLUDING IRRIGATION, TURF SPRAY FERTILIZATION AND LANDSCAPING	FULL TIME CREW – 5 DAYS PER WEEK SERVICING EVERY HOME & ROADWAY	40 ACRES 100 HOMES 2 MILES OF ROADWAYS	COMPLETE SERVICE TO ALL 100 HOMES & MUST MAKE SURE THAT WHAT THE INDIVIDUAL HOMEOWNER WANTS IS TAKEN CARE OF AS WELL AS MAKING SURE THE ENTRANCE AREAS ARE MANICURED	AMELIA ISLAND – SOUTH END OFF OF 1 ST COAST HWY ON OSPREY VILLAGE DR.	\$123,699.96
BAPTIST MEDICAL CTR - NASSAU	COMPLETE LAWN MAINTENANCE INCLUDING IRRIGATION, TURF SPRAY FERTILIZATION AND LANDSCAPING	SERVICE OF ALL COMMON AREAS, PARKING LOTS & ROADWAYS	APPROX. 15 ACRES	MUST MAKE SURE TO TAKE PROPER CARE NOT TO DAMAGE ANY EQUIPMENT OR CARS THAT MAY BE ON THE GROUNDS.	S. 18 TH STREET FERNANDINA BEACH, FL	\$39,759.72
FCCJ – NORTH CAMPUS * WE ALSO MAINTAIN (4) OTHER FCCJ CAMPUSES	COMPLETE LAWN MAINTENANCE INCLUDING IRRIGATION, TURF SPRAY FERTILIZATION AND LANDSCAPING	SERVICE OF ALL COMMON AREAS INCLUDING THE ATHLETIC FIELDS & 2 MILES OF ROADWAYS LEADING TO THE CAMPUS	APPROX. 60 ACRES	MUST BE ABLE TO WORK AROUND LARGE GROUPS OF PEOPLE AND ALSO TO ADHERE TO SCHEDULED ATHLETIC EVENTS AS WELL AS TAKING CARE OF ALL DITCHES ON THE CAMPUS	CAPPER RD. JACKSONVILLE, FL	\$93,060.00
AMELIA CONCOURSE	COMPLETE LAWN MAINTENANCE INCLUDING IRRIGATION, TURF SPRAY FERTILIZATION AND LANDSCAPING	SERVICE AMELIA CONCOURSE FROM A1A TO CR 107	3.8 MILES OF ROADWAYS	MUST TAKE PROPER PRECAUTIONS TO BE AWARE OF VEHICLES AND ENSURE SAFETY OF PUBLIC AND CREW	AMELIA CONCOURSE	\$53,859.96

COMPANY PROCEDURE PROGRAM

1. Company Procedure Program outlining maintenance methodology:

Trim All Lawn Service, Inc. prides itself with very knowledgeable, well educated people. We have a system of checks and balances that help us ensure that you are receiving great value for your dollar. Each maintenance crew has a minimum of one person whom is licensed by the Florida Department of Agriculture Consumer Services (DACCS), to spray all types of chemicals to help achieve the balance we need to control pest and other organisms that may be harmful to your landscape. If the problem demands more specific care they will alert our "in house" spray technician to take a look at the problem. Our spray tech has over 8 years of properly maintaining Florida landscapes and will be very valuable in helping us maintain yours.

Our Supervisory staff has a combined 40 years experience in managing multi-million dollar landscapes.

2. List of Maintenance Personnel for this job:

- Jason Lee, President / Licensed Certified Pest Operator
- Cassandra Faulk, Account Manager
- James Southard, Pest Control Technician
- Paul Rayburn, Landscape and Irrigation Supervisor
- Shaun Roddenberry, Irrigation Technician / *Licensed CPO*
- Neftali Coria, Landscape Technician
- Gerardo "Lalo" Nunez, Crew Supervisor
- Daniel Coria and John Nettles, Lawn Technicians

3. Weekly Maintenance Procedures:

The mowing will be done first upon arriving on property. The St. Augustine and Bahia turf will be mowed at the proper height of 3-3.5 inches, whereas all Bermuda turf will be mowed at the proper height of 1.5 inches. Then all string trimming and edging will be done on property. Edging of property during the summer will be on every visit, in the dormant portions of the year we will edge on as needed basis. Ornamental beds will be weeded manually and/or chemically treated on each visit. Pest evaluation will be done weekly by the service crew and done once

ATTACHMENT "E"

per month by our spray technician. Irrigation checks will be done once per month as contracted.

While on property all personnel will use proper signage and reflective vests per Florida DOT regulations.

4. Equipment to be Utilized:

Equipment to be used may include but are not limited to the following:

- Dump Bed Truck
- Multi-Purpose Trailer for transporting equipment
- Stihl String Trimmers
- Stihl Edger
- Stihl Backpack Blower
- Stihl Hedge Trimmer
- Lesco Walk Behind Mower
- Exmark Riding Mower
- Backpack Sprayer


DRUG-FREE WORKPLACE CERTIFICATION

Section 287.087, Florida Statutes, effective January 1, 1991, specifies that preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. This requirement effects all public entities of the State and is as follows:

IDENTICAL TIE BIDS - Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurrence in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



VENDOR'S SIGNATURE *President*
Trim All Lawn Service, Inc

7-13-2011

DATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HC
TRIMA-1

DATE (MM/DD/YYYY)
12/27/10

PRODUCER John T. Ferreira Ins., Inc. 463820 SR 200 Suite 101 Yulee FL 32097 Phone: 904-548-2280 Fax: 904-446-4217	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 Trim All Lawn Service, Inc. Mr. Jason Lee 97030 Elk Creek Court Fernandina Beach FL 32034	INSURERS AFFORDING COVERAGE
	INSURER A: Travelers Indemnity of America	25666
	INSURER B: St. Paul Fire and Marine Ins.	24767
	INSURER C: Bridgefield Casualty Ins Co	10335
	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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL08102429	01/01/11	01/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA3604P474	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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 AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	GL08102430	01/01/11	01/01/12	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83031790	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
	OTHER				

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

CERTIFICATE HOLDER

NASSAUB

Nassau County BOCC
 904-548-4687
 96160 Nassau Place
 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Halley Spiers

97030 Elk Creek Court
Fernandina Beach, FL.32034
Phone (904) 491-3232
Fax (904) 491-8710

July 15, 2011

**TRIM ALL LAWN SERVICE
Landscape Maintenance Contract**

**Board of County Commissioners of Nassau County, FL
Nassau County Judicial Annex
76347 Veterans Way
Yulee, FL 32097**

Trim All Lawn Service is a fully insured landscape maintenance company with ten years of experience in the greens industry. Our services include lawn maintenance, irrigation installation and repairs, and pest control and fertilization of turf and ornamentals and more. Trim All Lawn Service maintains a drug- free work place. All employees are uniformed and professional. References are available upon request.

Board of County Commissioners of Nassau County, hereinafter called the "Owner" and Trim All Lawn Service, hereinafter called the "Contractor," in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agrees as follows:

1. **Duration of Contract.** The contractor shall perform its services under this contract, as set forth on Exhibit A, from October 1, 2011 until and including November 30, 2011. This contract shall automatically renew on its anniversary date for same terms and conditions, and any price adjustments shall be made on that anniversary date. This contract may be cancelled by either party upon thirty (30) days written notice.
2. **Services.** The Contractor, who shall be considered an independent contractor of the Owner, shall perform the services set out in the maintenance program attached hereto as Exhibit A. The Contractor shall perform its services upon the premises of Owner located at 76347 Veterans Way, Yulee, FL 32097. All such services shall conform to the practices in the landscape maintenance industry and with applicable law. The Contractor's employees shall wear appropriate uniforms while performing services for the Contractor hereunder. The Contractor shall have a reasonable time, not exceeding 20 working days, to obtain uniforms for new employees. Contractor shall maintain the proper insurance in full force and effect for the duration of this contract. Certificates of insurance will be provided upon request.

3. **Payment.** The Owner shall pay to the Contractor for services under this Contract the sum of \$3,024.17 monthly due on the first day of the month after the service is performed. Additional services requested by Owner and performed by the Contractor beyond the scope of this contract for monthly maintenance, will be billed to Owner separately. Payments shall be remitted to: Trim All Lawn Service, 97030 Elk Creek Court, Fernandina Beach, FL. 32034.

The Parties have signed and agreed to this contract as of the date set forth below.

Trim All Lawn Service
Jason R. Lee, President

Date

Representative
Nassau County Board of County Commissioners

Date

EXHIBIT A

MAINTENANCE PROGRAM

- Mow all turf areas each week during growing season and as needed during dormant period.
- Edge all walkways, flower beds, roadways, etc.
- Trim all shrubs as needed.
- Weeds in beds will be removed by manual or chemical application.
- Remove all landscape debris and blow property after every service.
- Trash pick-up prior to each cut.
- Clean all storm drains weekly.

Maintenance schedule: 52 weeks per year

Cost of Maintenance: \$28,000.00 per year

➤ **Payable in 12 monthly installments of \$2,333.33**

Fertilization, weed, and pest control of turf:

- Insecticides will be applied as needed to keep insect populations down. Additional treatments, if needed, will be at no additional charge.
- Herbicides will be applied for broadleaf weeds.
- Fertilization will be a slow release type designed for professional use.
- Turf will be treated 6 times per year.

Fertilization and pest control of ornamentals:

- Slow release fertilizers will be applied to all ornamental plant material.
- Insecticides will be added to control all insect activity.
- Ornamentals will be treated 2 times per year or as needed to promote healthy ornamental plants.

Cost of Fertilization and Pest Control: \$4,000.00 per year

➤ **Payable in 12 monthly installments of \$333.34**

Irrigation system checks:

- Activation each zone and visually inspection for broken or out of adjustment irrigation heads.
- Adjusting all sprinklers as needed.
- Adjusting all clocks to meet demand for turf and ornamental areas.
- All repairs necessary will be reported before work is to begin.
- All calls for irrigation problems will be addressed immediately.
- Additional sprinkler repairs will be completed on an hourly basis at a rate of \$ 65.00 per hour, plus parts.

Irrigation Monthly System Checks: \$1,800.00 per year

➤ **Payable in 12 monthly installments of \$150.00**

OTHER SERVICES INCLUDED IN CONTRACT:

- Installation of Mulch– installed 1 x per year
Mulch Installation: \$2,490.00 per year
➤ **Payable in 12 monthly installments of \$207.50**

**Total for Lawn Maintenance Package – Including Emergency Response Center
(Maintenance, Turf Fertilization, Irrigation & Mulch)**

\$36,290.00 per year payable in 12 monthly installments of \$3,024.17

SPRAY SERVICE SCHEDULE

Round 1	Round 2	Round 3
12-0-0 Liquid Fertilizer	Granular Fertilizer	33-0-17 Liquid Fertilizer
Herbicide		Herbicide
Pesticide If Needed	Pesticide If Needed	Pesticide
Fungicide If Needed	Fungicide If Needed	Fungicide If Needed
Round 4	Round 5	Round 6
12-0-0 Liquid Fertilizer	12-0-0 Liquid Fertilizer	12-0-0 Liquid Fertilizer
Herbicide	Herbicide	Herbicide
Pesticide If Needed	Pesticide If Needed	Pesticide If Needed
Fungicide If Needed	Fungicide If Needed	Fungicide If Needed

TRIM ALL LAWN SERVICE, INC.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
June 22, 2011

File No.
JF163797

Expires
June 1, 2012

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: **June 1, 2012**

JASON ROY LEE
97030 ELK CREEK COURT
FERNANDINA BEACH, FL 32034

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
April 22, 2011	JE88939	April 30, 2012

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April
30, 2012 AT

TRIM ALL LAWN SERVICE, INC.
FERNANDINA BEACH, FL 32034

JAMES WILLIAM SOUTHARD
TRIM ALL LAWN SERVICE, INC.
97030 ELK CREEK CT
FERNANDINA BEACH, FL 32034

Regular


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
April 22, 2011	JE154418	April 30, 2012

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April
30, 2012 AT

TRIM ALL LAWN SERVICE, INC.
FERNANDINA BEACH, FL 32034

GERARDO NUNEZ
TRIM ALL LAWN SERVICE, INC.
97030 ELK CREEK CT
FERNANDINA BEACH, FL 32034

Regular


ADAM H. PUTNAM, COMMISSIONER

PRODUCER John T. Ferreira Ins., Inc. 463820 SR 200 Suite 101 Yulee FL 32097 Phone: 904-548-2280 Fax: 904-446-4217	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 #
INSURED Trim All Lawn Service, Inc. Mr. Jason Lee 97030 Elk Creek Court Fernandina Beach FL 32034	INSURER A: Travelers Indemnity of America	25666
	INSURER B: St. Paul Fire and Marine Ins.	24767
	INSURER C: Bridgefield Casualty Ins Co	10335
	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	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	X	GENERAL LIABILITY	GL08102429	01/01/11	01/01/12	EACH OCCURRENCE \$ 100000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 200000
A			AUTOMOBILE LIABILITY	BA3604P474	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
			<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		X	EXCESS/UMBRELLA LIABILITY	GL08102430	01/01/11	01/01/12	EACH OCCURRENCE \$ 100000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10000				AGGREGATE \$ 100000 \$ \$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83031790	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500000
			OTHER				E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

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

CERTIFICATE HOLDER

CANCELLATION

NASSAUB Nassau County BOCC 904-548-4687 96160 Nassau Place Yulee FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Halcy Spiers</i>
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