

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1845

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: Eastman Aggregate Enterprises, LLC

Address: 3705 Bellevue Avenue, Lake Worth, Florida 33461
City State Zip

Contractor's Administrator Name: Bernard Eastman Title: Managing Member

Tel#: 561-969-7147 Fax: 561-434-3477 Email: lisa@eastmanaggregatesinc.com

CONTRACT INFORMATION

Contract Name: SAISS Project - Escarpment Removal and Tilling Contract Value: Based on Unit Pricing (< \$50K)

Brief Description: Escarpment Removal & Tilling for the South Amelia Island Beach Nourishment project pursuant to the Joint Coastal Permit No. 0187721-010-JC.

Contract Dates : One year from contract execution Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source NC12-007 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: \$25,542.50

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------|--------------------------------|
| 1. | <u>Walia R Moore</u> | <u>3/20/2012</u> | <u>64391539-563827 S2011</u> |
| | Department (SAISS) Signature | Date | Funding Source/Acct # |
| 2. | <u>Dawn Kras</u> | <u>3/22/12</u> | <u>fundy available 3/22/12</u> |
| | Contract Management | Date | |
| 3. | <u>[Signature]</u> | <u>3/22/12</u> | |
| | County Attorney (approved as to form only) | Date | |
| 4. | <u>[Signature]</u> | <u>3-22-12</u> | |
| | Office of Management & Budget | Date | |

RECEIVED
 CONTRACT MANAGEMENT
 2012 MAR 22 PM 3:45

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 3/22/12
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

**CONTRACT FOR SAISS PROJECT
ESCARPMENT REMOVAL AND TILLING**

THIS CONTRACT entered into this 22nd day of March, 2012, 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 **EASTMAN AGGREGATE ENTERPRISES, LLC**, 3705 Bellevue Avenue, Lake Worth, Florida 33461, hereinafter referred to as "Contractor".

WHEREAS, the Joint Coastal Permit No. 0187721-010-JC, for the South Amelia Island Beach Nourishment project requires post-construction escarpment removal and tilling; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for SAISS Project – Escarpment Removal and Tilling, Bid No. NC12-007, on March 6, 2012; and

WHEREAS, the SAISS Project Manager determined that Contractor was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

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

SECTION 1. SCOPE OF WORK

The County does hereby retain the Contractor to furnish services as further described in the Scope of Work attached hereto as Attachment "A" and made a part hereof. Required service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. TERM

This Agreement is for a term of one (1) year commencing on the date first written. This Agreement may be extended upon written agreement of both parties for four (4) additional one year periods. Said extension shall be address at least sixty (60) days prior to the end of the term of this Agreement or extended period.

SECTION 3. EXERCISE OF OPTION TO EXTEND

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

SECTION 4. PROBATIONARY PERIOD

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

SECTION 5. COMPENSATION

Work shall be performed on an “as-directed” basis and paid for in increments as listed in the contract “Unit Prices”, attached hereto as Attachment “B”

SECTION 6. RECEIVING/PAYMENT/INVOICING

No payment will be made for services performed without proper purchase order authorization. The County shall pay the contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

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

SECTION 7. ACCEPTANCE OF SERVICES

Receipt of services shall not constitute acceptance. 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 Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the services. Should a representative of the County agree to accept the services on condition that the Contractor will correct his performance

within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 8. APPROPRIATION

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

SECTION 9. GOVERNING LAW

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

SECTION 10. CHANGES

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

SECTION 11. MODIFICATIONS

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

SECTION 12. ASSIGNMENT & SUBCONTRACTING

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

SECTION 13. SEVERABILITY

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

SECTION 14. TERMINATION FOR DEFAULT

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

SECTION 15. TERMINATION FOR CONVENIENCE

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

SECTION 16. FORCE MAJEURE

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

SECTION 17. ACCESS AND AUDITS

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

SECTION 18. CONTRACTOR RESPONSIBILITIES

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

SECTION 19. ESCALATION CLAUSE

Ninety (90) days prior to the end of the contract term, the Contractor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the

County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 20. SUPERVISION

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

SECTION 21. INDEMNIFICATION AND INSURANCE

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

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

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

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

Business Auto Policy: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

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

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

or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 22. DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the SAISS Project Manager or Contractor, 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 SAISS Project Manager, and a representative of the Contractor. 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 County Attorney, County Manager, and the SAISS Project Manager shall meet with the Contractor'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 Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 23. ENTIRE AGREEMENT

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

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1. **Project Description:** The work shall consist of furnishing labor and equipment as necessary to remove escarpments from the beaches and/or "till" the sandy beaches of Amelia Island, Nassau County, Florida. All work will be within the SAISS Project boundaries generally from the northern reaches of the Amelia Island State Park to the Northern Boundary of Amelia Island Plantation. The SAISS Project Boundary is more particularly described as from 500 ft north of FDEP Monument R-60 to FDEP Monument R-77. The escarpments shall be removed by grading the beach to a 1 to 4 slope or as close as possible to that slope without grading past the high-high tide line. Tilling the sandy beaches shall be to a depth of 36 inches. No tilling of vegetated areas shall occur. Work shall be performed on an "as-directed" basis and paid for in increments as listed in the contract "Unit Prices." The contract shall be a one (1) year contract with four (4) annual renewals. Generally escarpment removal and tilling will occur between April 1 and April 15 each year and additional escarpment removal may occur as needed throughout the contract period. All work will be authorized on an "as need basis".

2. **Schedule:** The schedule for a work shall be as detailed below.
 - 2.1 Tilling will be performed on an as needed basis generally between April 1 and April 15. Escarpment removal may occur in conjunction with the tilling or on an "as need" basis at other times of the year. A written Notice to Proceed will be issued by an Authorized Representative of Nassau County, Board of County Commissioners (Authorized Representative) for each occurrence of work as defined hereunder. Performance of each item of work shall commence within five (5) calendar days of receipt of the Notice to Proceed and shall be prosecuted in a work-like and timely manner and coordinated with tides as appropriate.
 - 2.2 Work shall not commence prior to receipt of a written Notice to Proceed from the Authorized Representative. The Contractor shall give the Authorized Representative or other designated party 24 hours verbal notice prior to initiation of field work.
 - 2.3 Work is permitted seven days per week, 7 AM to 6 PM.
 - 2.4 Work shall be performed on a continuous basis from start to finish without interruption.
 - 2.5 Excepting unforeseen weather events, the Contractor shall coordinate with the Authorized Representative prior to suspending work. The Authorized Representative or his designee has the right to examine and/or stop the work at any time.

3. **Scope of Work:** The work shall consist of furnishing equipment as necessary to remove escarpments from the beaches and/or "till" the sandy beaches of Amelia Island, Nassau County, Florida from the Southern boundary of the Florida State Park on the southern end of Amelia Island to the Northern Boundary of Amelia Island Plantation.
 - 3.1 The escarpments shall be removed by grading the beach to a 1 to 4 slope or as close as possible to that slope without grading past the high-high tide line.
 - 3.2 The sandy areas of the Beach shall be "tilled" to a depth of 36 inches. Each pass of the tilling equipment shall be overlapped to allow more thorough and even

- tilling. If the project is completed during the nesting season, tilling shall not be performed in areas where nests have been left in place or relocated.
- 3.3 Work shall be performed on an "as-directed" basis and paid for in increments as listed in the contract "Unit Prices."
- 3.4 All construction equipment may be stored on the beach at night near the vegetation line. No temporary lighting of the project area is authorized and all holes or excavations occurring as a result of the activity shall be filled prior to the stop of work each day.
- 3.5 All tracks or ruts shall be removed from the beach after completion of the authorized activities.
- 3.6 It is the responsibility of the contractors to avoid scarp removal in areas where nesting birds or summer migrants are present. Such areas will be clearly delineated prior to the notice to proceed is issued.
- 3.7 The Contractor shall take all reasonable precautions to prevent contamination of the ground with fuel.
- 3.8 Should any spilling of fuel occur, the Contractor shall immediately recover the contaminated ground and dispose of it off-site at an approved facility.

4.0 Unit Prices: The quantity of work to be provided pursuant to this bid will vary from year to year due to natural changes in the beach. Since the exact extent of the work will change from year to year, we are proposing to select one or two contractors who willing and able to perform the required work based on a unit price bid. Therefore, we are requesting unit price bids to perform either escarpment removal and/or tilling. Our preference is to select a single bidder but reserve the right to select one bidder for each item based on the unit pricing.

- 4.1 Escarpment Removal - The Contractor shall include the all labor, supervision, fuel and equipment necessary to remove the beach scarp based on one (1) foot increments in average height increments as specified below:
- a. 12-24 inches
 - b. 25-36 inches
 - c. 37-48 inches
 - d. 49-60 inches
 - e. 61-72 inches
- 4.2 Mobilization/Demobilization for Escarpment Removal - Mobilization/Demobilization shall include payment for but not limited to all labor, highway permits, supervision, equipment, insurance, overhead and profit necessary to locate any and all equipment, tools, fuel, etc. necessary to perform the work and remove same when the work is completed.
- 4.3 Tilling – The Contractor shall include the all labor, supervision, fuel and equipment necessary to till the sandy beach to a depth of 36 inches based on a one (1) acre increments. Actual work will be paid in increments of .1 of an acre with the price to till less than one acre prorated in one-tenth (1/10) of acre increments.
- 4.4 Mobilization/Demobilization for Tilling - Mobilization/Demobilization shall include payment for but not limited to all labor, highway permits, supervision, equipment, insurance, overhead and profit necessary to locate any and all

equipment, tools, fuel, etc. necessary to perform the work and remove same when the work is completed.

5. **Fuel Oil Adjustment:** Because of the volatile price of fuel over time and to eliminate speculation from this bid, should the contractors cost of fuel rise above \$4.00/Gallon, the contractor shall be compensated for the difference in cost plus 10% fee. The contractor will have to submit usage logs or similar records to document consumption.

6. **Permit and Plan Compliance:** Escarpment and Tilling Bidders shall comply with the Joint Coastal Permit No. 0187721-010-JC for the Amelia Island Beach Nourishment Project dated February 18, 2011.

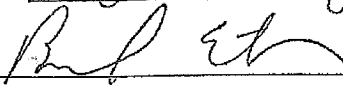
ATTACHMENT "B" - BID PRICE SHEET

SAISS PROJECT – ESCARPMENT REMOVAL AND/OR TILLING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	Escarpment Removal (height in inches)		
	a. 12 – 24 inches	.60 \$/foot	
	b. 25 – 36 inches	.90 \$/foot	
	c. 37 – 48 inches	1.30 \$/foot	
	d. 49 – 60 inches	1.60 \$/foot	
	e. 61 – 72 inches	2.00 \$/foot	
2	Mobilization/Demobilization for Escarpment Removal	\$	1,500.00
3	Tilling	325.00 \$/acre	
4	Mobilization/Demobilization for Tilling	\$	1,500.00

BID SUBMITTED BY:

NAME: Bernard Eastman
 COMPANY: Eastman Aggregate Enterprises, LLC
 ADDRESS: 3705 Bellevue Ave.
 CITY/STATE/ZIP: Lake Worth, FL 33461
 PHONE NO.: 561-969-7147 FAX NO. 561-434-3477
 EMAIL: lisa@eastmanaggregatesinc.com


 Signature _____ Date 3-5-12

Printed Name/Title: Bernard Eastman, MGRM



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NX

DATE (MM/DD/YYYY)

03/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale, FL 33311	954-735-5500	CONTACT NAME:	
	954-735-2852	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	FLOSO01
		INSURER(S) AFFORDING COVERAGE	
INSURED Florida Soils & Aggregates LLC Eastman Aggregate Enterprises, LLC, BEL Equipment Leasing LLC Eastman Aggregates Inc Attn: Mr. Bernard D. Eastman 3705 Bellevue Avenue Lake Worth, FL 33461	INSURER A:		The Charter Oak Fire Ins Co
	INSURER B:		Scottsdale Insurance Company
	INSURER C:		Technology Insurance Co.
	INSURER D:		
	INSURER E:		
	INSURER F:		
		NAIC #	25615

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	DTCO4984C94ACOF11	04/16/11	04/16/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		DT8104984C94ACOF11	04/16/11	04/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PIP \$ 10,000
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	XLS0073586	04/16/11	04/16/12	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 6,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TWC3271752 USL&H INCLUDED	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nassau County Board of Commissioners, Nassau County, a political subdivision of the State of Florida, its officers, employees and agents, are listed as Additional Insured with respects to the General Liability when requested by written contract only (Form CGD 2470805 will follow), 30 days notice of cancellation except 10 days for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

NASCO05

Nassau County Board of Commissioners
96161 Nassau Place, Ste 1
Yulee, FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ted Selby

From: William Moore [wmoore@omnihotels.com]
Sent: Thursday, March 22, 2012 2:36 PM
To: Ted Selby
Cc: Charlotte Young; Cathy Lewis; David A. Hallman; Joyce Bradley; Mary Brannen; Robert Martin
Subject: SAISS Project-Tilling and Scarp Removal
Importance: High

Ted,

We surveyed the beach yesterday with the contractor, Eastman Aggregate Enterprises, and determine the value of the required work will be \$25,542.50. The total acreage to be tilled is 41,3 ac and we have 11,500 linear feet of scarp to knockdown. The scarp averages 2 1/2 feet in height.

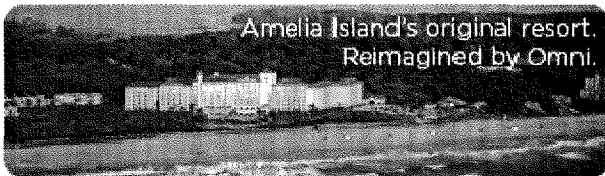
Eastman wants to mobilize Monday, March 26 to start Monday afternoon. Can the construction Contract be signed in order for schedule this work.

Attached is the Contract Approval form that Charlotte helped me complete and it was returned to her on Tuesday. The Contractor delivered the signed contract to Contracts Management yesterday before noon.

Your assistance in resolving this would be appreciated since I need to let the Contractor by tomorrow. Thanks, Bill

William R. Moore, AICP
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