

CONTRACT FOR AMELIA CONCOURSE LANDSCAPE MAINTENANCE

THIS CONTRACT entered into this 10th day of February, 2020, 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**, hereinafter referred to as “Vendor”.

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Amelia Concourse Landscape Maintenance, Bid No. NC19-028, on January 8, 2020 at 10:00 a.m.; and

WHEREAS, the Facilities Maintenance Department determined that Trim All Lawn Service was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment “B” and further broken out in Attachment “C”; and

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

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish goods/services as further described in the Scope of Work/Technical Specifications attached hereto as Attachment “A” and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for goods/services ordered without proper county authorization and approval. The County shall pay the vendor 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 goods/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, with the Contract number referenced thereon and mailed to the address provided by the Facilities Maintenance Department. Payment in advance of receipt of goods/services by the County cannot be made.

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

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet bid specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the Vendor 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 goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the goods/services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the Facilities Maintenance Department, unless loss or damage results from negligence by the County or its Facilities Maintenance Department.

SECTION 5. Firm Prices

Prices for goods/services covered in the specifications shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

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

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for the goods/services will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

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

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules 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. Any mediation, pursuant to litigation, shall occur in Nassau County.

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 delivery schedule. The Vendor 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 Vendor.

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 authority in the County.

SECTION 12. Assignment & Subcontracting

The Vendor 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 Vendor 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 vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor 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 vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

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 Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods/services 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. Vendor Responsibilities

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

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods/services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods/services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all goods/services rendered or contracted in the event of a public emergency, disaster, emergency, hurricane, tornado, flood or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin March 1, 2020 and terminate February 28, 2023. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. This contract shall allow for two extension of one year in length. Total contract length and individual one (1) year extensions shall not exceed five (5) years in total. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Probationary Period

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

SECTION 22. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor 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 23. Supervision

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

SECTION 24. 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 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 Vendor and/or Sub-vendor, 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 Sub-vendor, 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 Sub-vendor under Workers’ Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, 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 in the General

Information and Insurance Requirements, attached hereto as Exhibit "1". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

SECTION 25. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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. Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 26. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term

and following completion of the contract if the vendor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 27. REQUEST FOR RECORDS; NONCOMPLIANCE

A request to inspect or copy public records relating to a public agency's contract for goods/services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the vendor of the request, and the vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

SECTION 28. CIVIL ACTION

If a civil action is filed against a vendor to compel production of public records relating to a public agency's contract for goods/services, the court shall assess and award against the vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the vendor has not complied with the request, the public agency and to the vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the vendor at the vendor's address listed on its contract with the public agency or to the vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered,

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 29. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

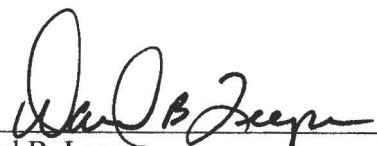
The vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the contract.

SECTION 30. Entire Agreement

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

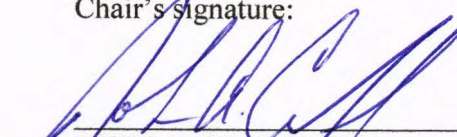
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



Daniel B. Leeper
Its: Chairman


Attest as to authenticity of the
Chair's signature:



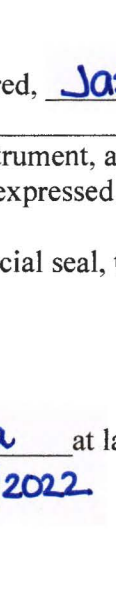
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES 02.13.20

Approved as to form and legality by the
Nassau County Attorney




MICHAEL S. MULLIN

TRIM ALL LAWN SERVICE
[VENDOR]

By: JASON LEE
Its: OWNER

STATE OF Florida
COUNTY OF Nassau

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

WITNESS my hand and official seal, this 23rd day of January, 2020.



Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 09/30/2022



ATTACHMENT "A"

**SCOPE OF WORK
AMELIA CONCOURSE MSBU
LANDSCAPE MAINTENANCE ANNUAL CONTRACT
SCOPE OF WORK**

PART I. Amelia Concourse Landscape Maintenance Scope of Services.

The scope of services shall include intensive lawn and garden maintenance along Amelia Concourse from SR A1A to CR 107 for a distance of 3.8 miles. The median is irrigated with a mix of St. Augustine sod and landscape beds. The majority of the area along the outside of the road is not irrigated and has a mix of St. Augustine sod and Bahia. Select areas at subdivision entrances are irrigated with St. Augustine sod and landscape beds. The landscape and irrigation plans will be provided to bidders. The Phase 1 Plans start just south of SR A1A and end at the Amelia National entrance. The Phase 2 Plans start at the Amelia National Entrance and end at CR 107.

1.1 ROADWAY MOWING: Turf will be mowed in intervals not to exceed once every seven (7) days, during the growing season (March 1 through November 30) and bi-weekly during the non-growing season (December 1 through February 28), and as otherwise needed to maintain a neat appearance or as stated on the bid summary form. Common Bermuda grass should be mowed at the 1.5 inch height; St. Augustine grass and Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by removing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds.

1.2 POND AREA MOWING: In addition to the roadway landscaping there are several stormwater management ponds that will require less frequent mowing and general maintenance. The contractor shall mow the grass on the pond sites once a month from April 1 to October 31 and every other month between November 1 and March 31 for a total of 9 times a year. The grass around the ponds is not irrigated. Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by removing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds. The stormwater ponds are located as shown on the attached graphic and listed below.

- 1. Amelia Concourse Subdivision Ponds
- 2. Timber Lake Ponds
- 3. Amelia National South Entrance Ponds
- 4. The Lakes at Amelia Pond

- 1.3 **EDGING:** The Contractor shall edge plant beds, walkways, along fence lines roadway edges and all asphalt and hard surfaces by mechanical means every visit. Clippings shall either be vacuumed or blown off walks, roads and curbs, and material shall be removed and disposed of properly but never placed into retention ponds or down storm water drain systems.
- 1.4 **STRING TRIMMING:** The Contractor shall use a string trimmer around trees, fences, fire hydrants, buildings signs, etc., every visit. Care should be taken that trees and shrubs are not scarred and fences, buildings, signs, etc., are not damaged.
- 1.5 **TURF FERTIZATION:** The Contractor shall apply fertilizer according to a soil test analysis. Unless soil test indicates other needs: use 15-0-15 complete fertilizer with 30% slow release nitrogen. Nitrogen recommendations or lbs N per 1000 square feet per year: Bahia – 2-3lbs; St. Augustine – 3-4 lbs; Bermuda – 3-5 pounds per 1000 sq. ft per year. Suggested schedule: Fertilize starting in late March or early April, again in June with 15-0-15, a low N-high K and iron sulfate in summer. One last application in early Oct using high K again and moderate N. Applications of fertilizers should never occur when heavy rainfall is imminent.
- 1.6 **INSECTS IN TURF:** The Contractor is responsible for treatment of grass damaging insects on a preventative basis. An insecticide is to be applied to all turf areas, on an as needed basis to reduce or eliminate the population of chinch bugs, mole crickets, sod webworms, army worms, and grass loopers. The timing of these applications is at the discretion of the Contractor using current Integrated Pest Management (IPM) techniques such as proper identification, early detection and monitoring. Should the population of the above listed insects reach levels where any grass damage begins to occur; those areas of infestation will be retreated at the Contractor's expense.
- 1.7 **DISEASE IN TURF:** Turf damage by disease and fungus shall be chemically treated to maintain all turf in a healthy and attractive condition. Proper IPM (Integrated Pest Management) procedures should be followed: Identify Key Pest on Key Plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods such as cleaning lawn mower blades between jobs or bagging diseased grass blades should also be employed.
- 1.8 **WEED CONTROL IN TURF:** The Contractor shall apply as necessary according to environmental and seasonal conditions, chemicals to control weeds in turf. The best weed control is proper maintenance of turfgrass (mowing, irrigation and fertilization) as stated above. Care shall be taken not to apply herbicides on newly mowed turf or turf under stress. The Contractor shall have on staff a Certified Pest Control Operator who is licensed through the Florida DACS. This designation will prove proper licensing necessary to apply insecticides, fungicides, and herbicides to county property. The County is to be provided with copies of the Certified Pest Control Operator's license and proof of insurance. The Contractor shall provide all chemicals. Applications of all chemicals shall be performed by employee of Contractor and shall be covered by Contractor's Workman's Compensation Insurance.

PART 2: SHRUB, 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 plants in keeping with natural character of plants. Do not uniformly shear plants. The following pruning techniques are not allowed on trees or shrubs: topping, lion tailing, hat racking or heading. Use reduction cuts if height of plant is a concern. Pruning should be done to improve tree/shrub health, reduce risk of failure, control growth or enhance flowering. UF/IFAS Pruning Landscape Trees and Shrubs: <http://edis.ifas.ufl.edu/MG087>
- 2.2 ANNUALS:** The annuals in the planting beds shall be replaced 4 times a year as needed during seasonal changes.
- 2.3 FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule. A soil test should be taken to determine fertilization needs and soil pH. Unless soil test indicates other needs use a phosphorus amounts at 1-2 %. Nitrogen/potassium ratios should be 1:1 to 2:1. Apply minimal amount to achieve the desired effect. Established trees (more than three to five years since transplanting) do not need routine fertilization especially when located within turfgrass landscapes. To minimize leaching losses, broadcast N and K₂O in small increments throughout the growing season about 12 weeks (March, June, and September-October). Read and follow all directions on the fertilizer label. Standard fertilizer recommendations: <http://edis.ifas.ufl.edu/CN011>
- 2.4 INSECTS AND DISEASE CONTROL FOR PLANTS:** The Contractor is responsible for the treatment of insects and disease. The appropriate fungicide or insecticide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Inspect (scout and monitor) plants weekly. Chemical applications will be administered on an as needed basis. Proper IPM (Integrated Pest Management) procedures should be followed: identify key pest on key plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods should also be employed.
- 2.5 WEED CONTROL IN PLANTS BEDS:**
- a. The Contractor shall inspect and weed plant beds weekly for any weeds and errant grasses.
 - b. Control weeds with use of herbicides, pre-emergent, and preferably, by proper manual removal of weeds and their root systems.

- c. Remove noxious weeds common to the area from planting areas by mechanical or chemical means and dispose of properly. Do not leave uprooted weeds in beds or along landscape.
 - d. Apply herbicide in accordance with manufacturers published instructions.
 - e. Do not apply herbicide when wind speeds are greater than 2 miles per hour. The Contractor shall provide all chemicals.
- 2.6 **MULCH:** The Contractor shall apply a 2-3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year. Mulch should be applied just outside the rootball, never touching the trunk or stem of trees or shrubs. Pine products are first preference as they improve soil. Avoid using rock or lime products as these change the pH and compact the soil.
- 2.7 **TREES:** Utilize 10-0-8 with 6% Fe chelate, 6% Mg, 4% Mn, 40% slow release soluble N to be in sulfate form Sulfur coated urea for slow release No Phosphorous Late Winter: 0.3 pounds per inch prior to flush and 0.5 pounds per inch after flush; Summer: 0.5 pounds per inch; and Late Fall: 0.5 pounds per inch.
- 2.8 **EROSION:** Contractor will monitor all area's for potential erosion and will be responsible to correct each eroded area immediately.
- 2.9 **SIDEWALKS:** Contractor will on each visit insure sidewalks are clean and free of debris and sand.
- 2.10 **FENCES:** Fence along right-away to be maintained weed free.

PART 3: LITTER REMOVAL

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

PART 4: IRRIGATION SYSTEM

- 4.1 Check irrigation system monthly for proper functioning, including start/stop times. Be sure rain sensor is in working order.
- 4.2 Program automatic programmable valve controllers for optimum watering of plant materials while maintaining water conservation practices. Adjust irrigation program to compensate for seasonal water requirements.
- 4.3 Repair damaged heads or laterals. Replace damaged irrigation components, which cannot be repaired, with new functioning components by same manufacturer, including the batteries where applicable. The Contractor shall not exceed \$150.00 per month without prior written approval from the County.

Acceptable expenditures include replacement of damaged sprinkler heads, batteries, valve controllers, and laterals/riser. All expenditures shall be documented on monthly invoices.

- 4.4 Adjust the system for more frequent watering in very dry times or drought conditions. Start watering cycle so that watering ends by 6:00 AM on water cycle days. Properly water locations of new planting as necessary.

PART 5: SAFETY

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

PART 6: MONTHLY MAINTENANCE SERVICE REPORTS

- 6.1 Monthly Maintenance Service Reports are to be signed by the Contractor and submitted to the Facilities Maintenance Department prior to the processing of the invoice for that month's Maintenance Service.

PART 7: REPLACEMENT OF TREES, SHRUBS, AND OTHER ITEMS

- 7.1 Replacement of Trees, Shrubs, and other items that are in need of replacement due to 3rd party damage and/or to correct problems by plant vegetation that obstructs the view and become a safety issues. The vendor must provide a Pass-through Cost for this type of service and provide cost verification with breakdown of labor rates. No work is to be completed with out prior written approval from the County.

REFERENCES:

Florida Green Industries Best Management Practices for Protection of Water Resources.
<http://turfpath.ifas.ufl.edu/turfgrass/pdf/BMPmanual.pdf>

(End of Technical Specification/Scope of Work)

ATTACHMENT "B"

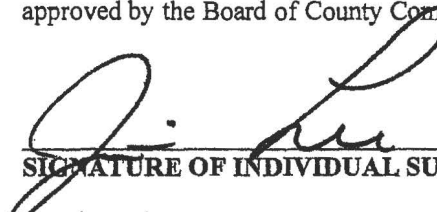
**BID PRICE SHEET
 AMELIA CONCOURSE LANDSCAPE MAINTENANCE
 BID NUMBER NC19-028**

Item	Description	Price Per Year (to be paid in monthly installments)
1	Amelia Concourse Landscape Maintenance	\$ 59,838.00

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

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

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



 SIGNATURE OF INDIVIDUAL SUBMITTING BID

1-6-2020

 DATE

Jason Lee

 PRINTED NAME

Owner

 TITLE

COMPANY NAME: Trim All Lawn Service

ADDRESS: 942360 Old Nassauville Road

CITY, STATE, ZIP: Fernandina Beach, FL 32034

PHONE NUMBER: 904-491-3232 FAX NUMBER: N/A

EMAIL ADDRESS: trimallawn@gmail.com

MAINTENANCE PROGRAM

- Mow all turf areas each week during growing season (March 1- November 30) and bi-weekly during dormant period (December 1- February 28).
- 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.
- Mowing of ponds in Amelia Concourse Subdivision, Timberlake, Amelia National South Entrance, and The Lakes at Amelia once a month during April 1 to October 31 and every other month November 1 to March 31.
- 52 weeks per year

Cost of Maintenance: \$39,480.00 per year

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: \$6,384.00 per year

Irrigation system checks:

- Activation each zone and visually inspection for broken or out of adjustment irrigation heads monthly.
- Adjusting all sprinklers as needed.
- Adjusting all clocks to meet demand for turf and ornamental areas.
- All repairs necessary over \$150.00 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.

Cost of Irrigation: \$5,070.00 per year

Other Services included in contract:

- Installation of Pine Bark Mulch - once per year in the Fall
- Installation of Seasonal Flowers - four times a year

Cost of Mulch and Annuals: \$8,904.00 per year

Summary of Services

Maintenance: \$39,480.00 annually; \$3,290.00 per month

Fertilization, Weed and Pest Control: \$6,384.00 annually; \$532.00 per month

Irrigation Inspections: \$5,070.00 annually; \$422.50 per month

Mulch and Annuals: \$8,904.00 annually; \$742.00 per month

Total for All Services: \$59,838.00

EXHIBIT "1"**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident \$500,000 Each Accident

Bodily Injury By Disease \$500,000 Policy Limit

Bodily Injury By Disease \$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-contractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.