

CS-21-041

Contract No.: CM3056  
Bid No.: NC21-015

**CONTRACT FOR MOWING SERVICES**

THIS CONTRACT entered into this 11th day of October, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **NORTH FLORIDA LAWN MAINTENANCE, INC.**, PO Box 910, Callahan, Florida 32011, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received sealed bids for county-wide mowing services, Bid No. NC21-015, on May 20, 2021 at 10:00 a.m.; and

**WHEREAS**, Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder for the District 4 and District 5 areas. A copy of the Vendor's *Response Price Sheet* is attached hereto as Attachment "B" and made a part hereof; 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 and/or Materials to be Provided**

The County does hereby retain the Vendor to provide a total of eight (8) services during the mowing season for the District 4 and District 5 areas at the direction of the County and as further described in the *Technical Specifications/Scope of Work* and all applicable issued addenda 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. The County shall issue a written Notice to Proceed (NTP) and the Vendor shall commence the work in accordance with the date specified in the NTP.

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

**No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to invoices@nassaucountyfl.com. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number

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referenced thereon. Payment in advance of receipt of services and/or materials 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 Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality 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 quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

**SECTION 7. Taxes**

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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 8. 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, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The 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 10. Modifications**

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

**SECTION 11. 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 12. Severability**

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

**SECTION 13. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

**SECTION 14. Termination for Convenience**

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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 written notice of termination from the County, the Vendor shall only provide those services and/or materials 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 15. Force Majeure**

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

**SECTION 16. Access and Audits**

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

**SECTION 17. Vendor Responsibilities**

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

**SECTION 18. 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 services and materials. 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 sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 19. Period of Contract/Option to Extend or Renew**

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The performance period of this Contract shall begin upon full execution and terminate three (3) years thereafter. The performance period of this Contract may be extended in one (1) year increments upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 20. Probationary Period**

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

**SECTION 21. Independent Vendor Status**


Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. 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.

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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 *Certificate of Liability Insurance*, a copy of which is attached hereto as Exhibit "1" and made a part hereof. 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 23. 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. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by Contractor to perform employment duties within Florida during the term of the Agreement; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Agreement with Owner. Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with Owner; and
3. Contractor shall comply with the provisions of Section 448.095, Florida Statutes,

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“Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also execute an affidavit attesting that Contractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement; and

4. Contractor shall also require all subcontractors to execute an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

5. If Owner has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the Agreement shall be terminated.

6. If Owner has a good faith belief that a subcontractor knowingly violated §448.095(2), but Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

7. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

8. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.

9. If the contract is terminated for a violation of the Statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 25. 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) 530-6010, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 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

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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 26. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency's contract for materials 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 §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

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(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (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 eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. 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 Attorney, 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 29. 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.


[SIGNATURES CONTAINED ON NEXT PAGE]

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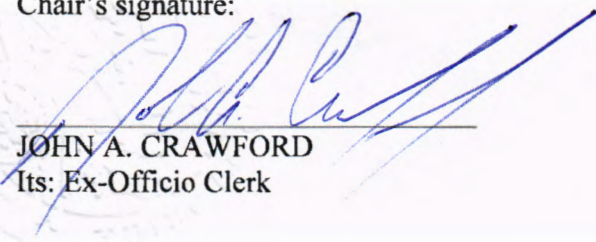
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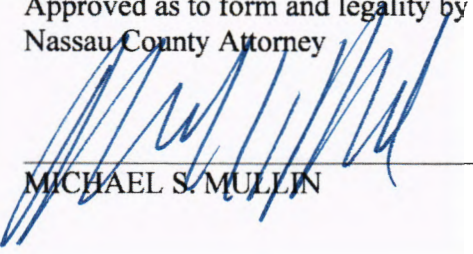
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_  
~~THOMAS R. FORD~~ AARON BELL  
Its: ~~Chairman~~ VICE CHAIR

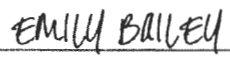
Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**NORTH FLORIDA LAWN  
MAINTENANCE, INC.**

  
\_\_\_\_\_  
EMILY BAILEY  
By: \_\_\_\_\_  
Its: Vice-President  
Date: 9/16/2021

Initials: EB

Initials: 

**ATTACHMENT "A"**  
**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

1. Duration of contract: 3 years with optional 1-year extensions,
2. Payment due date Net 45 days, per Florida Statute 218.74,
3. All pricing shall be FOB destination,
4. All charges, fees, and amounts must be included on the pricing sheet and Nassau County reserves the right to reject and refuse any charges not specifically quoted before the signing of a contract with the winning vendor,
5. Vendor may bid on all or some items in this solicitation and Nassau County may award multiple contracts based on bids received,
6. Respondents must provide counts of equipment and personnel that will be included in performing the work set forth herein and Nassau County will consider this information when making a decision to award. All counts submitted are subject to verification prior to execution of a contract,
7. Work is to be performed based on the following *General Description of Work*:
  - a. Work under this contract shall be that of mowing and landscape maintenance services, power blade edging, trash and debris pickup, and removal of dead limbs that have fallen onto areas covered by this contract,
  - b. Mowing of all grass areas shall be done in a uniform manner with a height of no less than 2-1/2 inches but not higher than 4 inches. Changes in height may be made by the County and shall be effected by the contractor at no additional charge to the County,
    - a. All trash, debris, dead limbs, dead animals, et cetera shall be picked up and disposed of prior to mowing and the cost included in the contractor's pricing submitted in response to this solicitation. Mowing over or around such items or moving them out of the area covered by this contract to avoid performance of the requirements set forth herein is not permitted and such events shall cause the contractor to be in breach of contract,
    - b. Contractor's equipment shall be maintained in optimal condition to ensure grass is cut evenly and without "tearing" or other undesirable impacts that would affect healthy growth and/or appearance,
  - c. String trimming performed up to all posts, poles, planting beds, trees, sprinkler heads, irrigation equipment, ponds, curbs, walks, and other similar areas as may be present. Contractor shall ensure that such trimming does not cause damage to any of the aforementioned items.
    - a. Trimming shall be done in a uniform manner that will provide a uniformed and manicured appearance,

- b. Trimming shall be done during each mowing cycle,
- d. Power blade edging shall be performed along all walk areas, curb and gutter areas, and any other, similar areas as may be present where string trimming would not provide an optimal appearance.
  - a. Edging shall be done during each mowing cycle.
- e. Cleanup of driveways, walks, streets, and other areas within the right-of-way shall be done by use of power and/or hand equipment on the same day as the other services outlined herein. No cuttings shall be permitted to be blown into plant beds.
- f. Weeding of beds, walkway cracks, curb and gutter lines, concrete medians, roundabouts, and all other areas of rights-of-way shall be completed during each mowing cycle. The County may authorize the use of herbicides to assist in weed and/or grass control. A licensed contractor or subcontractor may apply herbicide applications on the sidewalks, beds, trees, concrete medians, and roundabouts, provided they possess appropriate licenses and must continually comply with licensing requirements under F.S. 487 for the application of pesticides along rights-of-way. The contractor or subcontractor must also possess a commercial application license through the Florida Department of Agriculture.
- g. Landscape areas along certain roadways and/or multi-use trails require a higher level of a landscaped or manicured appearance and must be maintained accordingly. These areas shall require removal of weeds from beds, string trimming, edging, periodic mulch replacement, and pruning of trees and shrubs. The area(s) identified for these additional service level requirements are:
  - a. The "green area" along Bailey-Simmons Trail, between Egan's Creek and First Avenue,
- h. Damages caused during the mowing cycle shall be repaired at the contractor's expense, including any ditches or other areas. Ditches damaged shall be repaired such that proper flow is restored if the drainage is altered or damaged during mowing operations,
- i. Frequency of service/mowing cycles:
  - a. Frequency-based mowing: the contractor shall provide rates to service each road and/or area specified herein based on the following cycles:
    - i. 6 times per year (8-week cycle beginning March 1),
    - ii. 8 times per year (6-week cycle beginning March 1),
    - iii. 16 times per year (3-week cycle beginning March 1),
    - iv. 40 times per year (1-week cycle beginning March 1), and
    - v. Single, on-demand service.
  - b. The mowing season is defined as beginning March 1 and ending on December 1,
  - c. Pricing shall include cost for mobilization, debris/litter/foreign object removal, string trimming, power blade edging, weed control, and cleanup for each mowing cycle,

- d. Additional mowing requests may be made by the County at any time during this contract. Upon request, the contractor shall provide the service at the "on-demand" rate quoted in their response to this solicitation,
- e. County roads not covered are included for information purposes only. Roads identified in Attachment "E" are maintained by homeowners, HOAs, or other, external landscape agreements and are not serviced by the County or any contracts,
- j. Maintenance of Traffic (MOT) shall be provided by the contractor during any work on County rights-of-way. Failure to do so shall constitute a breach of contract and the County shall have the right to immediately terminate the contract without penalty,
- k. Safety devices must be included on all tractors, mowers, or other motorized equipment, which shall consist of no less than one rotating or flashing amber-colored beacon which must be operational and used at all times. Motorized equipment must be equipped with slow-moving vehicle placards and/or reflective triangles. All safety devices originally installed by the equipment manufacturer shall be installed, in good working order, and used, and
- l. Any damage to trees, plants, buildings, structures, parked vehicles, utility boxes/pedestals/markers or other property of the County or the public which occurs during the performance of contracted services, shall be reported immediately to the County and a written report shall be submitted by the contractor within 24 hours. Damages that occur after hours or on holidays shall also be reported to the County within 24 hours. The contractor shall be responsible for repair of any damages, included replacement of damaged items, as appropriate.

Attachment "B"  
RESPONSE PRICE SHEET

AREA	SINGLE CUT	6 CUTS PER YEAR	8 CUTS PER YEAR	16 CUTS PER YEAR	SPECIAL 40 CUTS PER YEAR FOR AMELIA ISLAND PKWY
AMELIA ISLAND MOWING	no bid		no bid	no bid	
DISTRICT 2 OFF-ISLAND	no bid	no bid	no bid		
DISTRICT 3	no bid	no bid	no bid		
DISTRICT 4	61,724.70	370,360.20	458,541.20		
DISTRICT 5	29,887.20	179,323.20	222,019.20		
HIGH PEDESTRIAN AREAS	no bid			no bid	
AMELIA ISLAND PARKWAY	no bid			no bid	no bid
TOTAL	91,613.90	549,683.40	680,560.40	no bid	no bid
**PER ACRE COST FOR POSSIBLE ADDITION OF COUNTY ROADS NOT NORMALLY MOWED					\$75.00



## District 4

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ALICE ST	HILLIARD	From Eastwood Rd to end of road	1230	14	15	0.82
2	ANDREWS RD	HILLIARD	Between CR121 & US1	16625	16	20	13.74
3	BAY RD	HILLIARD	Between CR108 W & CR121	31550	42	32	53.60
4	CHURCH AV	BRYCEVILLE	From US301 to end of road	1055	16	12	0.68
5	CHURCH DR	HILLIARD	Between CR121 & US1	1865	20	22	1.80
6	CONNER NELSON RD	HILLIARD	Between Bay Rd & CR121	15835	18	20	13.81
7	COUNTRYSIDE ACRES AV	BRYCEVILLE	From CR121 to end of road	3100	28	16	3.13
8	CR 108 East	HILLIARD	Between US1 & US17	41135	32	34	62.33
9	CR 108 West	HILLIARD	Between US1 & CR121	44480	33	33	67.39
10	CR 119	BRYCEVILLE	From CR 121 to Us 301	31325	34	32	47.46
11	CR 121	BRYCEVILLE	Us 1 To Duval County line	186895	33	33	283.17
12	CR115 A (Kings Ferry Rd)	HILLIARD	Between CR 108 East to Kolars Ferry Rd	42135	32	32	61.91
13	EASTWOOD RD	HILLIARD	Between US1 & CR108 East	7750	20	18	6.76
14	FORD RD	BRYCEVILLE	From US301 to Duval County Line	17465	18	18	14.43
15	GEORGIA ST	HILLIARD	from Bay Rd to end of pavement (westside only)	5000	21	0	2.41
16	HADDOCK RD	HILLIARD	Between CR115A & Middle Rd N	8970	16	22	7.83
17	HENRY SMITH RD	HILLIARD	Between US1 & CR108 West	10055	28	28	12.93
18	HOLIDAY DR	CALLAHAN	From US1 to end of road	2065	26	18	2.09
19	HORSESHOE CIR	BRYCEVILLE	From CR121 to dirt portlon	12910	20	20	11.85
20	KARA CIR	HILLIARD	Circle road off Kara Dr	2065	12	22	1.61
21	KARA DR	HILLIARD	Between US1 & Kara Cir	185	16	16	0.14
22	LAKE HAMPTON RD	HILLIARD	Between US1 & Murrhee Rd	17374	20	20	15.95
23	LESSIE RD	HILLIARD	Between CR108 East & Middle Rd N	39510	20	20	36.28
24	MIDDLE RD N	HILLIARD	Between CR108 East & Kolars Ferry Rd	34365	20	20	31.56
25	MOTES RD	BRYCEVILLE	From US301 to end of road	4935	24	24	5.44
26	MULBERRY LANDING RD	HILLIARD	From CR121 to end of pavement	2660	14	20	2.08
27	MURRHEE RD	HILLIARD	Between US1 & Lake Hampton Rd	26050	20	34	32.29
28	OAK HILL RD	HILLIARD	From SR2 to end of road	5090	16	22	4.44
29	OLD DIXIE HWY	HILLIARD	From Henry Smith Rd, to Dyal Road	22560	28	30	30.04
30	OLD PINERIDGE RD	HILLIARD	Between CR115A & Pineridge Rd	4255	20	20	3.91
31	OLD WIRE PL	BRYCEVILLE	From Countryside Acres Ave to end of road	665	24	24	0.73
32	OTIS RD	BRYCEVILLE	From US301 to Duval County Line	2000	26	28	2.48

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
33	PINE OAK HAMMOCK LN	BRYCEVILLE	Between CR119 & Pine Wind Ln	1000	30	28	1.33
34	PINE ST	HILLIARD	Between CR108 West & Henry Smith Rd	7130	26	26	8.51
35	PINE WIND LN	BRYCEVILLE	Between Pine Oak Hammock Lane and end of road	685	24	24	0.75
36	PINERIDGE RD	HILLIARD	Between CR108 (East) & Old Pineridge Rd	3360	22	18	3.09
37	ROWE CUTOFF RD	HILLIARD	From River Rd to end of pavement	1000	34	34	1.56
38	ROWE RD	HILLIARD	Between Old Dixie Hwy & Sheard Stokes Rd	8275	20	16	6.84
39	SETTLERS RIDGE DR	BRYCEVILLE	From Ford Rd to end of road	1410	16	16	1.04
40	SHEARD STOKES RD	HILLIARD	Between Rowe Rd & CR108 West	2405	18	18	1.99
41	SR 2	HILLIARD	Between CR121 & GA State Line	7245	32	32	10.64
42	STAFFORD RD	BRYCEVILLE	From Horseshoe Circle to end of road	1595	16	16	1.17
43	SUNOWA SPRINGS TR	BRYCEVILLE	From Ford Rd to end of loop road	9440	20	22	9.10
44	TUSTENUGGEE CT	BRYCEVILLE	Between Pine Oak Hammock Lane and end of road	640	24	24	0.71
<b>SUBTOTAL</b>				<b>687344</b>			<b>881.81</b>

## District 5

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
1	ANN DR	CALLAHAN	From US1 to end of pavement	212	6	7	0.06
2	ANNIE LAURA ST	CALLAHAN	From SR200 to end of pavement @ Marvin St	712	15	17	0.52
3	ARLINE RD	CALLAHAN	From Old Dixie Hwy to end of road	1620	12	4	0.60
4	ARMSTRONG RD	CALLAHAN	From Dornbush to end of road	3265	18	19	2.77
5	ARTESIAN BLVD	CALLAHAN	From US1 to end of road	4044	16	22	3.53
6	BALLPARK RD	CALLAHAN	From River Rd to end of road	4220	20	15	3.39
7	BEA RD	CALLAHAN	Between Dornbush Rd & Sherwood Rd	3115	17	20	2.65
8	BIRCH CT	CALLAHAN	Between White Oaks Pl & end of road	652	13	27	0.60
9	BISMARCK RD	CALLAHAN	Between Hodges Road & end of pavement	5100	27	26	6.21
10	BRANDIES AV	CALLAHAN	Between US1 & R/R Tracks	2075	9	24	1.57
11	BY PASS RD	CALLAHAN	Between River Rd & Old Dixie Hwy	6120	18	18	5.06
12	CAMELOT LN	CALLAHAN	Between Sherwood Rd & Roy Booth Rd	665	19	14	0.50
13	CATIES WAY	CALLAHAN	From Hurst Rd to end of road	2780	12	20	2.04
14	CHARLOTTE DR	CALLAHAN	From Roy Booth Rd to end of road	575	15	26	0.54
15	CHARWOOD DR	CALLAHAN	From US1 to end of road	2095	15	22	1.78
16	CHURCH RD	CALLAHAN	Between US1 & Lem Turner Rd	13720	15	25	12.60
17	COLBY DR	CALLAHAN	Between Griffin Rd & Nassau Oaks Dr	913	25	15	0.84
18	COLSON RD	CALLAHAN	Between US1 & White Rd	965	17	10	0.60
19	COOK DR	CALLAHAN	Between Marsh Rd & Bismark Rd	1389	9	22	0.99
20	CRAVEY RD	CALLAHAN	From Church Rd to end of road	4182	16	17	3.17
21	CRAWFORD RD	CALLAHAN	From US301 to end of pavement	4650	22	35	6.08
22	CROSS CREEK BLVD	CALLAHAN	From US1 to end of road	2375	18	20	2.07
23	DEBRA LN	CALLAHAN	From Roy Booth Rd to end of road	695	19	21	0.64
24	DEERFIELD COUNTRY CLUB RD	CALLAHAN	From Lem Turner Rd to end of road	2055	21	14	1.65
25	DIXIE AV	CALLAHAN	From Page St to end of road going East only	530	12	15	0.33
26	DORNBUSH RD	CALLAHAN	Between Lem Turner Rd & Sherwood Rd	5265	7	28	4.23
27	DUCKPOND CT	CALLAHAN	From Split Oak Dr to end of road	685	15	20	0.55
28	DYAL RD	CALLAHAN	Between US1 & Old Dixie Hwy	8580	18	24	8.27
29	EAST HOLLY TR	CALLAHAN	From River Rd to end of road	1335	20	25	1.38
30	EDWARD LN	CALLAHAN	Between Marlee & Lem Turner	550	11	27	0.48
31	EDWARDS RD	YULEE	From SR200/A1A to end of road	12530	18	22	11.51
32	EVA CT	CALLAHAN	From Point South Dr to end of road	655	24	23	0.71

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
33	EVELYN ST	CALLAHAN	Between SR200 & Luther St	445	12	5	0.17
34	FLAMINGO RD	CALLAHAN	Between Heron Rd & Pelican Rd	645	15	23	0.56
35	FOURACRE CIR	CALLAHAN	Circle Road from Lem Turner Rd to Lem Turner Rd	2520	20	15	2.02
36	FREEDOM DR	CALLAHAN	"T" road at end of Woodland Ln	4305	16	22	3.76
37	GAIL DR	CALLAHAN	From Keri Blvd to end of road	1655	21	21	1.60
38	GOODBREAD RD	CALLAHAN	From River Rd to end of road	1430	15	24	1.28
39	GRESSMAN RD	CALLAHAN	From SR200/A1A to end of road	1870	31	5	1.55
40	GRIFFIN RD	CALLAHAN	From Sr200 to Mussiewhite Rd @ Middle Rd S	22600	21	15	18.68
41	HAZEL JONES RD	CALLAHAN	Between Dambush Rd & Vikki Rd	2360	26	13	2.11
42	HELLER RD	CALLAHAN	Between Dambush Rd & Vikki Rd	1685	15	26	1.59
43	HERON RD	CALLAHAN	From Plantation Rd to end of road	2100	10	30	1.93
44	HILLTOP LN	CALLAHAN	Between Ratliff Rd & Pineridge Dr	1370	22	17	1.23
45	HODGES RD	CALLAHAN	Between Lem Turner Rd & Stratton Rd	3140	17	17	2.45
46	HONEYSUCKLE LN	CALLAHAN	From Church Rd to private subdivision entrance	1005	19	17	0.83
47	HURST RD	CALLAHAN	Between Ratliff Rd to end of road	2950	18	19	2.51
48	IRIS BLVD	CALLAHAN	From Old Dixie Hwy to end of road	1290	25	18	1.27
49	IRVIN RD	CALLAHAN	From Stratton Rd to end of pavement	955	17	20	0.81
50	JAMES ST	CALLAHAN	From north of Evelyn to South of Annie Laura St	995	16	18	0.78
51	JAMIE DR	CALLAHAN	Between Church Rd & Jessica Pl	2240	18	20	1.95
52	JANICE DR	CALLAHAN	Between Lem Turner Rd & Lsa Dr	1810	21	21	1.75
53	JEANNIE RD	CALLAHAN	Between Sherwood Rd & Jerra Rd	1415	13	25	1.23
54	JERRA RD	CALLAHAN	Between Dornbush Rd & Vikki Rd	1375	28	14	1.33
55	JESSICA PL	CALLAHAN	From Jamie Dr to end of road	1550	21	15	1.28
56	JOHNSON RD	CALLAHAN	From Colson Rd to end of pavement	860	10	16	0.51
57	JONAS DR	CALLAHAN	Between Marlee Rd and Lem Turner Rd (crosses Marlee)	3520	13	25	3.07
58	JONES CEMETERY RD	CALLAHAN	From River Rd to end of road	1190	10	27	1.01
59	KEEN CEMETERY RD	CALLAHAN	From Thomas Creek Rd to end of road	5870	15	22	4.99
60	KEITH RD	CALLAHAN	From Sherry Rd to end of pavement	1100	13	24	0.93
61	KEME RD	CALLAHAN	From US1 to end of road	2890	20	18	2.52
62	KERI BLVD	CALLAHAN	From Old Dixie Hwy to end of road	1265	19	21	1.16
63	LAWHON RD	CALLAHAN	From Lem Turner Rd to end of pavement	725	22	16	0.63
64	LEE DR	CALLAHAN	From Lee Dr to end of road	1930	18	20	1.68

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
65	LEE STONER RD	CALLAHAN	From Lem Turner to end of road	2085	25	15	1.91
66	LISA DR	CALLAHAN	Between Lem Turner Rd and Catherine Ave	2315	20	18	2.02
67	LUTHER ST	CALLAHAN	From Evelyn St to end of road	785	13	17	0.54
68	MAPLEWOOD CT	CALLAHAN	From Ratliff Rd to end of road	6075	17	21	5.30
69	MARLEE RD	CALLAHAN	From Lee Stoner Rd to end of pavement	6160	20	18	5.37
70	MARSH RD	CALLAHAN	Between Lem Turner Rd & Cook Dr	3470	18	20	3.03
71	MARVIN ST	CALLAHAN	From Annie Laura St to end of road	375	16	12	0.24
72	MCKENDREE DR	CALLAHAN	From US1 to end of road	1715	14	18	1.26
73	MIDDLE RD S	CALLAHAN	Between CR108 East & Griffin Rd	24085	19	19	21.01
74	MORGAN CIRCLE	CALLAHAN	Circle Rd off Wordlaw Circle	2285	19	11	1.57
75	MUSSELEWHITE RD	CALLAHAN	Between Griffin Rd & US1	21150	14	23	17.96
76	NANCY RD	CALLAHAN	Between Goodbread Rd & Jones Cemetery	1620	17	25	1.56
77	OAKWOOD LN	CALLAHAN	Between Woodridge Dr & Woodland Circle	1110	20	20	1.02
78	PELICAN RD	CALLAHAN	Between Plantation Rd & Flamingo Rd	2120	20	20	1.95
79	PERRET PLANTATION RD	CALLAHAN	From Old Dixie Hwy to end of road	1260	21	19	1.16
80	PICKETT ST	CALLAHAN	From US1 to end of pavement	7720	20	16	6.38
81	PINEBREEZE BLVD	CALLAHAN	From US1 to end of road	3345	20	20	3.07
82	PINEBREEZE CIR	CALLAHAN	Loop Rd from US1 to US1	7410	20	20	6.80
83	PINERIDGE DR	CALLAHAN	"T" road at end of Hilltop Ln	1295	22	18	1.19
84	PINEWOOD CT	CALLAHAN	From Ratliff Rd to end of road	1525	20	20	1.40
85	PITTMAN RD	CALLAHAN	From SR200/A1A to end of pavement	480	18	19	0.41
86	PLANTATION RD	CALLAHAN	From Church Rd to end of road	1700	20	20	1.56
87	POINT SOUTH DR	CALLAHAN	From Roy Booth Rd to end of road	2585	20	20	2.37
88	QUAIL RD	CALLAHAN	From Old Dixie Hwy to end of pavement	12095	16	14	8.33
89	RATLIFF RD	CALLAHAN	Between US1 & Thomas Creek Rd	19940	28	24	23.80
90	RIVER RD	CALLAHAN	from Brandles Ave to J & M Quick Stop (varies)	55600	20	32	66.37
91	ROBERTS RD	CALLAHAN	From Johnson Rd to end of road	1000	16	16	0.73
92	ROY BOOTH RD	CALLAHAN	Between US1 & Camelot Rd	5840	20	20	5.36
93	SANDY FORD RD	CALLAHAN	From US301 to end of pavement	4780	18	22	4.39
94	SEAGULL DR	CALLAHAN	From Plantation Rd to end of road	2030	16	19	1.63
95	SHEFFIELD RD	CALLAHAN	Between Sheffield Rd & Lawhon Rd	4245	20	20	3.90
96	SHERWOOD RD	CALLAHAN	Between Armstrong Rd & Vicki Rd	2505	20	20	2.30



#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
97	SNYDER RD	CALLAHAN	Between Marlee Rd & Vontz Cir	1145	20	20	1.05
98	SPLIT OAK DR	CALLAHAN	From Perret Plantation Rd to end of road	545	18	18	0.45
99	STRATTON RD	CALLAHAN	Between SR200 & Main Rd	6835	21	19	6.28
100	SUNSHINE DR	CALLAHAN	From Church Rd to end of road	1420	14	21	1.14
101	TABBY CT	CALLAHAN	Fron US301 to end of pavement	440	18	18	0.36
102	THOMAS CREEK RD	CALLAHAN	From US301 to Duval County Line (varies)	22315	26	24	25.61
103	TROOPER CT	CALLAHAN	From Sherwood Rd to end of road	425	20	20	0.39
104	VIKKI RD	CALLAHAN	From Hazel Jones Rd to end of road	3300	20	20	3.03
105	VONTZ CIR	CALLAHAN	Loop road from Marlee to Marlee Rd	3620	14	18	2.66
106	WANDA WAY	CALLAHAN	From Point South Dr to end of road	365	20	20	0.34
107	WHITE OAKS PL	CALLAHAN	From SR200 to end of road	1305	14	13	0.81
108	WHITE RD	CALLAHAN	Between Old Dixie Hwy & Colson Rd	915	22	18	0.84
109	WIND CHIME LN	CALLAHAN	From US1 to end of road	690	20	18	0.60
110	WOODLAND CIR	CALLAHAN	Loop Rd off of Woodridge Dr	9080	16	16	6.67
111	WOODLAND CT	CALLAHAN	From Woodland Cir to end of road	375	20	20	0.34
112	WOODLAND LN	CALLAHAN	Between Ratliff Rd & Freedom Dr	1340	20	20	1.23
113	WOODRIDGE DR	CALLAHAN	Between Ratliff Rd & Woodland Cir	4220	19	20	3.78
114	WOODS LANE	CALLAHAN	Between Crawford Rd & Tupelo Ln	9120	14	24	7.96
115	WORDLAW CIR	CALLAHAN	From Old Dixie Hwy to end of pavement	695	13	13	0.41
<b>SUBTOTAL</b>				<b>458239</b>			<b>426.96</b>





Exhibit "1"

NORTFLO-35

JSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	<b>CONTACT NAME:</b> Joanne Smith, CIC <b>PHONE (A/C, No, Ext):</b> (904) 353-3181 <b>E-MAIL ADDRESS:</b> Jsmith@cwpowellins.com	<b>FAX (A/C, No):</b> (904) 353-5722
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> North Florida Lawn Maintenance, Inc. PO Box 910 Callahan, FL 32011	<b>INSURER A:</b> Southern Owners Ins Co	<b>NAIC #</b> 10190
	<b>INSURER B:</b> Owners Insurance Co	<b>NAIC #</b> 32700
	<b>INSURER C:</b> Bridgefield Employers Ins Co	<b>NAIC #</b> 10701
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	7868971421	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5068963200	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pers Inj Protec \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		5068969000	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	83055458	4/15/2021	4/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Nassau County Board of County Commissioners is an additional insured with respect to general liability, auto liability & umbrella liability per the attached policy forms. A waiver of subrogation applies with respect to auto liability, general liability & workers compensation per the attached policy forms.

<b>CERTIFICATE HOLDER</b> Nassau County Board of County Commissioners 96135 Nassau Pl, Suite 1 Yulee, FL 32097	<b>CANCELLATION</b> 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 <i>Susan Jordan</i>
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Agency Code 12-0037-00

AGENCY COPY

Policy Number 50-689-632-00

58504 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

**5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
  - b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity
- only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**\*Blanket Waiver of Subrogation Applies\***


This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: January 7, 2021

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: March 11, 2021

Policy Number: 196-42909

Countersigned by: 

Insured: KC Petroleum, Inc.

**WC 00 03 13** (Ed. 4-84)

Agency Code 12-0037-00

Policy Number 164622-78689714

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**11. BLANKET WAIVER OF SUBROGATION SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

**COMMERCIAL GENERAL LIABILITY  
CG 20 38 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

Agency Code 12-0037-00

Policy Number 164622-78689714

subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Agency Code 12-0037-00

Policy Number 50-689-690-00

## PERSONS AND ORGANIZATIONS INSURED

Each of the following is an **insured** under this policy to the extent described below:

- A.** If **you** are designated in the Declarations as an individual, **you** and **your** spouse are **insureds**, but only for the conduct of a business of which **you** are the sole owner.
- B.** If **you** are designated in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
- C.** If **you** are designated in the Declarations as a limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as managers.
- D.** If **you** are a trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
- E.** If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company:
1. **You** are an **insured**; and
  2. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as an **insured** if there is no other similar insurance available to that organization. However:
- a.** Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy term, whichever is earlier; and
- b.** Coverage does not apply to **bodily injury, property damage, personal injury or advertising injury** that occurred before **you** acquired or formed the organization.
- F.** Any **executive officer** or director of **yours** while acting within the scope of his or her duties for **you**. **Your** stockholders are **insureds**, but only with respect to their liability as a stockholder.
- G.** Any person (other than **your** employee) or organization while acting as **your** real estate manager.
- H.** Any person, organization, trustee or estate with respect to which **you** are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of, or to facilities of or used by, **you**.
- I.** Subject to the terms and conditions of this insurance, any other **insured(s)** included in the **scheduled underlying insurance** issued to **you** and shown in the Declarations, but only to the extent that insurance is provided for such other **insured(s)** in the **scheduled underlying insurance**.
- However, no person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named **Insured** in the Declarations.

## LIMITS OF LIABILITY

- A.** The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:
1. **Insureds**;
  2. Persons or organizations who sustain damage;
  3. Claims made or **suits** brought; or

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
<b>CONTRACT TRACKING NO.</b>
<b>CM3056</b>

## GENERAL INFORMATION

Requesting Department ROAD

Contact Person: Cameron L Hansen

Telephone: (904) 530-6175 Fax: (904) 845-3619 Email: chansen@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: North Florida Lawn Maintenance, Inc.

Address: PO Box 910 Callahan FL 32011  
City State Zip

Contractor's Administrator Name: Emily Bailey Title: Vice-President  
Telephone: (904) 879-9812 Fax: (904) 628-0173 Email: emily@nflawninc.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Emily Bailey  
Authorized Signatory Email: emily@nflawninc.com

## CONTRACT INFORMATION

Contract Name: County-wide Mowing Contract

Description: Mowing & landscape services, power blade edging, trash & debris pickup, & removal of dead limbs that have fallen onto areas covered by this contract in Districts 4 & 5. 8 cuts per year.  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: 3 years with optional 1-year extension Amount per Period: Varies by projects

Total Amount of Contract: District 4- \$458,541.20 per year for 3 years and District 5- \$222,019.20 per year for 3 years.  
APPROXIMATE IF NECESSARY

Source of Funds: 03404541-534000 Termination/Cancellation: Written notification 30 days prior to effective date of termination

Authorized Signatory: Thomas R. Ford, Chairman  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Date of execution to: 3 years

Status:  New  Renew  Amend#  WA/Task Order

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

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Sony Podiat 9/10/2021 Road  
Department Head Signature Date Submitting Department
2. [Signature] 9/13/2021 03404541-534000  
Procurement Date Funding Source/Acct #
3. Megan Diehl 9/14/2021  
Office of Management & Budget Date
4. Michael S. Mullin 9/16/2021  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 9/16/2021  
County Manager Date

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

**Original:** Clerk’s Services; Contractor (original or certified copy)  
**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance