CS-2/-112

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3113

GENER	AT.	INFO	2MA	TION
TUNION		THEOL	TIVIL	

Requesting Department: Facilities Maintenance Dept

Contact Person: Tammy Conley / Julie Elliott

Telephone: (904) 530-6123 Fax: (904)879-3751 Email: tconley@nassaucountyfl.com

CONTRACTOR INFORMATION Name: Duck Duck Rooter			
Address: 2826 Lenox Avenue	Jacksonville City	FL State	32254 Zip
Contractor's Administrator Name: Jeff Non		State	Σιμ
Telephone: (904) 862-6769 Fax: ()		luckrooter.com	
Authorized Signatory Name: Jeff Norman Authorized Signatory Email: sales@duckdy		ME AND EMAIL ADD	RESS)
CONTRACT INFORMATION Contract Name: Duck Duck Rooter			
Description: New Drain Fields for Hilliard I GOODS AND/OR SERVICES	Rd Dept and Fire Rescue S TO BE PROCURED, PHYSICAL LOC	Station 60 Brycevi	ille
Total Amount of Contract: \$49,500.00			
APPROXIMATE IF NECESSARY Source of Funds/Account: 01073519-54600	O Termination/Cancellation	n: 45 days from e	execution
Authorized Signatory: Taco Pope IDENTIFY WHO WILL	SIGN CONTRACT ON BEHALF OF	BOCC	
Contract Dates: From: Execution to: Job con	mpletion		
Status:New X RenewAmend#WA	Task Order		
How Procured: _Sole SourceSingle Sour	ce_ITBRFP X_RFC	QCoopO	ther
If Processing an Amendment: Contract #:Increased Ame	ount to Existing Contract:		
New Contract Dates:to	Total or Amended Am	ount:	

Continued on next page

	g contract for final signature	To
Requirement	Description	Complete By
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 staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1.	Doug Podiak	12/7/2021
	Department Head/Contract Manager	Date
2.	Marshall Eyerman	12/7/2021
3.	Procurement	Date 12/10/2021
-,	Office of Mgmt & Budget	Date
4.	Denise C. May	12/13/2021
	County Attorney	Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

5.	Tous	E.	Popu	MICP	12/13/2021
	County N	-			Date

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

Original:

Copies:

Clerk's Services; Contractor (original or certified copy)
Department; Procurement; RLS Distribution; Clerk Services BOCC

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR NAME/ADDRESS

Duck Duck Rooter
2826 Lenox Avenue

96135 Nassau Place Suite 1 Yulee, FL 32097 DEPARTMENT Facilities Maintenance

Jacksonville, FL 32254						REQUES	
	904-862-6769					Tammy Conley /	
VENDOR NUMBER	PROJECTNAME	PUNDING SOURCE		AMOUNT AVAILABLE		PO OR ENCUMBER ONLY	
ITEM NO.	Drain Field Replacements	01073519-546000	QUANTITY	\$ 356,000.00	Encumbe	r Contract	CM3113
1	Drain Field Replacement at Fire	Station 60	1.00	\$ 34,910.00	\$ 34,910.00	M22-2549	
	Drain Field Replacement at Hilli	ard Road Dept	1.00	\$ 14,590.00	\$ 14,590.00		
					\$ 0.00		
					\$ 0.00		
	INF21-019-RFQ - received 3 bio	ls on Planet Bid			\$ 0.00		
					\$ 0.00		
	* 50% of PO amount is due upo	n issuance of PO			\$ 0.00		
	* Board approval is required if cl	nange order/dollar			\$ 0.00		
	amount changes and exceeds 4	9,999.00			\$ 0.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
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					\$ 0.00		
					\$ 0.00		
The graph of the second of the					\$ 0.00		
					\$ 0.00		
ORIGINAL - FIN					Shipping Total	\$ 0.0 \$ 49,50	

CONTRACT FOR PROFESSIONAL SERVICES FOR DRAIN FIELD REPLACEMENT IN NASSAU COUNTY, FLORIDA

WHEREAS, County desires to obtain professional services for the replacement of drain fields in Nassau County, Florida. Said services are more fully described in the Scope of Work, attached hereto and incorporated herein as Exhibit "A"; and

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

WHEREAS, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that is has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in the *Scope of Work*.

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Work*.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 Consultant shall provide professional services in accordance with the Scope of Work.
- **2.2** Services requested by County or County's representative that are in addition to the *Scope of Work* will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Work*, County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Agreement. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of Public Works, or his designee, to act on County's behalf with respect to the *Scope of Work*. The Director of Public Works, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin upon full execution and terminate fortyfive (45) calendar days thereafter. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this

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Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

- **5.1** Consultant shall be compensated in accordance with the *Estimate* dated November 10, 2021, attached hereto as Exhibit "B".
- 5.2 Consultant shall prepare and submit to the Director of Public Works, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.
- 5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.
- 5.4 <u>Final Invoice</u>: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to

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County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 - EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in the *Scope of Work*. 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 Consultant's agents, if any, hired by Consultant to complete the work under this Agreement.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- **8.1** This Agreement; and
- 8.2 The Scope of Work attached hereto Exhibit "A"; and
- 8.3 The Estimate dated November 10, 2021 attached hereto as Exhibit "B"; and
- 8.4 Certificate of Liability Insurance attached hereto as Exhibit "C"; and

8.5 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by with County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that tit has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

ARTICLE 12 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance.

County shall have no right to supervise the methods used, but County shall have the

right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 13 – EXTENT OF AGREEMENT

- 13.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.
- 13.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "C" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 - ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 17 - TERMINATION OF AGREEMENT

17.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the

termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 – UNCONTROLLABLE FORCES

Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 21 - MISCELLANEOUS

- 21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 21.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a

waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- 21.3 Public Records: County is a public agency subject to Chapter 119, IF CONSULTANT HAS QUESTIONS REGARDING THE Florida Statutes. APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OF RECORDS AΤ CUSTODIAN PUBLIC (904)530-6010. RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant 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 agreement term and following completion of the Agreement if Consultant does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant 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.

- e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- **21.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 22 - EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Nassau county Board of County commissioners in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Douglas Podiak, Director of Public Works 45195 Musselwhite Road Callahan, Florida 32011 904-530-6120 dpodiak@nassaucountyfl.com

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2 Yulee, Florida 32097 (904) 530-6040 procurement@nassaucountyfl.com



Contract Tracking No. CM 3113

CONSULTANT:

Jeff Owner, Owner Duck Duck Rooter LLC 2826 Lenox Avenue Jacksonville, Florida 32254 (904) 862-6769 sales@duckduckrooter.com

- 27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. 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 Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

Contract Tracking No. CM 3113

28.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Tour E. Popy AICP	
Taco E. Pope, AICP	
Its: Designee	
Its: Designee Date: 12/13/2021	

DUCK DUCK ROOTER LLC

Jeff Norman	
By: Jeff Norman	
lts: _owner	
Date: 12/13/2021	

NASSAU COUNTY FACILTIES MAINTENANCE DEPARTMENT

Office Address: 45195 Musselwhite Road - Callahan, FL 32011

Telephone: (904) 530-6120 Fax (904) 879-3751

Email: jelliott@nassaucountyfl.com

SCOPE of WORK

8291 US Hwy 301

Bryceville, Fl 32009

and
37359

Pea Farm Rd

Hilliard Fl 32046

Nassau County Facilities Maintenance is requesting a quote for a new drainfield system at the above-mentioned addresses. Attached is a copy of the permit with the specifications and standards included, that are required by the State of Florida.

There will be equipment needed for these jobs such as a backhoe and possibly a mini excavator. Contractor will be responsible for providing the necessary equipment to start and complete the job. Contractor shall be responsible for sloping and grading the job site area. Also responsible for placing sod around the edges of new drainfield.

Expected start date will be upon issuance of the PO number.

Completion date will be within 45 working days after the contractor receives the hard copy of the PO number.

Contractor shall be responsible for the removal of all debris associated with the drainfield replacement.



2826 Lenox Avenue Jacksonville FL 32254 (904) 862-6769, (904) 862-6769 sales@duckduckrooter.com

CUSTOMER

Nassau County Facilities Maintenance 37359 Pea Farm Road Hilliard, FL, 32046 (904) 530-6041

bsimmons@nassaucountyfl.com

Estimate

ESTIMATE #	60107964
DATE	11/10/2021
PO #	

SERVICE LOCATION

Nassau County Facilities Maintenance

37359 Pea Farm Road Hilliard, FL, 32046 (904) 530-6041

bsimmons@nassaucountyfl.com

DESCRIPTION

Customer requires new above ground septic drain field as outlined by the health department permit. Please see scope of work and pricing in the estimate below.

	Estimate			
Description	Qty	Rate	Tax	Total
4 Man Crew, 2 Tractors, Dump Truck, Pump Truck Skilled Labor + Equipment Needed to Complete Project	1.00	\$0.00	\$0.00	\$0.00
PUMP OUT Includes septic + dosing tank pump out on day of installation	2.00	\$0.00	\$0.00	\$0.00
Sump Pump Install new 1/3 HP Liberty Sump Pump	1.00	\$0.00	\$0.00	\$0.00
Duck Duck Rooter does not provide power from customers house to pump. We can recommend electrical companies, but the pricing is not included in the septic estimate.				
High Water Alarm Install a new High Water Alarm - required per code	1.00	\$0.00	\$0.00	\$0.00
Duck Duck Rooter does not provide power from customers house to alarm. We can recommend electrical companies, but the pricing is not included in the septic estimate.				

Plumbing Plumbing is required to hook up main sewer line to tanks as well as drain field forcemain and header Due to moving drain field to new location 100 ft of 2" scheduled 40 PVC will be required	1.00	\$0.00	\$0.00	\$0.00
Haul off Spoils Dump Truck will haul off existing dirt and debris on the property (as required) Up to 5 dump truck loads is factored in estimate. Should project require more than 5 load, additional costs will occur Proper disposal is required for any spoils removed from old drain field	1.00	\$0.00	\$0.00	\$0.00
A-3 SEPTIC SAND A-3 septic sand is required to construct drain field Up to 10 dump truck loads has been estimated to complete your project For any issues outside of our control, such as bad soils, etc. additional loads of A-3 septic sand could be required to complete the project. If that's the case, a Duck Duck Rooter manager will speak with about addition sand charges.	1.00	\$0.00	\$0.00	\$0.00
INSTALL NEW DRAIN FIELD Install new above ground drain field as putlined by health department permit 21 inches of fill and 8 inches of excavation is required The lot slopes at least 9 inches Low profile, PTI 9 pipe material will be used to construct drain field	1.00	\$0,00	\$0.00	\$0.00
SEED & STRAW Seed and Straw will be placed on top of drain field	1.00	\$0.00	\$0.00	\$0.00
INSTALLATION PACKAGE TOTAL PRICE - Includes parts, materials, labor, equipment and inspections to complete the project Duck Duck Rooter requires a 50% deposit once Purchase Order is issued	1.00	\$14,590.00	\$0.00	\$14,590.00

CUSTOMER MESSAGE

Estimate Total:

\$14,590.00



2826 Lenox Avenue Jacksonville FL 32254 (904) 862-6769, (904) 862-6769 sales@duckduckrooter.com

CUSTOMER

Nassau County Facilities Maintenance 37359 Pea Farm Road Hilliard, FL, 32046 (904) 530-6041

bsimmons@nassaucountyfl.com

Estimate

ESTIMATE #	60108402
DATE	11/12/2021
PO #	

SERVICE LOCATION

Nassau County Facilities Maintenance Fire Station #60 8291 U.S. 301 Bryceville, FL, 32009 (904) 530-6041

bsimmons@nassaucountyfl.com

DESCRIPTION

Fire Station #60 requires new above ground drain field septic system as outlined by the health department permit. Please see scope of work and pricing in the estimate below.

	Estimate			
Description	Qty	Rate	Тах	Total
4 Man Crew, 2 Tractors, Dump Truck, Pump Truck Skilled Labor + Equipment Needed to Complete Project	1.00	\$0.00	\$0.00	\$0.00
PUMP OUT Includes septic + dosing tank pump out on day of installation - required	1.00	\$0.00	\$0.00	\$0.00
Plumbing Plumbing is required to hook up main sewer line to tanks as well as drain field force- main and header	1.00	\$0.00	\$0.00	\$0.00
Haul off Spoils Dump Truck will haul off existing dirt and debris on the property (as required) Up to 10 loads of haul out is estimated - should more loads be required the cost of the project will increase Proper disposal is required for any spoils removed from old drain field	1.00	\$0.00	\$0.00	\$0.00
A-3 SEPTIC SAND A-3 septic sand is required to construct drain field Up to 25 dump truck loads has been	1.00	\$0.00	\$0.00	\$0.00

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estimated to complete your project For any issues outside of our control, such as bad soils, etc. additional loads of A-3 septic sand could be required to complete the project. If that's the case, a Duck Duck Rooter manager will speak with about addition sand charges.				
INSTALL NEW DRAIN FIELD Install new above ground drain field as outlined by health department permit 900 square foot with 30 inches of fill and 48 inches of excavation is required Low profile, PTI 9 pipe material will be used to construct drain field	1.00	\$0.00	\$0.00	\$0.00
SEED & STRAW Seed and Straw will be placed on top of drain field	1.00	\$0.00	\$0.00	\$0.00
BAHIA SOD 10 pallets of bahia so will be installed on the slopes of the drain field	1.00	\$0.00	\$0.00	\$0.00
INSTALLATION PACKAGE TOTAL PRICE - Includes parts, materials, labor, equipment and inspections to	1.00	\$34,910.00	\$0.00	\$34,910.00

CUSTOMER MESSAGE

Duck Duck Rooter requires a 50% deposit

complete the project

once purchase order is issued

Thank you for the opportunity to earn your business! Please read our online reviews to see what customers just like yourself are saying about Duck Duck Rooter Plumbing and Septic Services. We look forward to making you our next happy customer! Should you have any questions, please contact our office at 904-862-6769. Should you have any questions, please contact our office at 904-862-6769. Duck Duck Rooter Plumbing and Septic Services appreciates your business and we will go the extra mlle to ensure you are a happy customer.

Estimate Total:

\$34,910.00

^{*}Quote is valid for 30 days from issue date.

^{*}Estimates require a deposit of 50% due once purchase order is issued and remainder is due no later than 45 days after completion of system construction. If your contract includes sod you are required to pay the final balance prior to the sod installation. Duck Duck Rooter has no control on when the sod will be delivered; therefore final payment cannot be held up due to waiting on sod to arrive at your home.

^{*}If circumstances arise in the course of work, which necessitate a deviation from the work described in the estimate, or if the customer request different work be performed, additional charges shall be agreed upon before the different or additional work is undertaken.

^{*}Any changes requested by the customer which are not outlined in the contract will become an extra charge over and above the quote.

^{*}This is an "Estimate". The Division of Environmental Health and Safety will perform a site visit based on local laws to determine exactly what and how the scope of work will be performed. A permit will be issued with the final specifications and scope of work. Customer will be notified if costs are 10% above quote before work starts. Final invoice will be based on actual work performed, materials and labor used. Should scope of work change, all work will be stopped before discussing with customer.

- *Customer shall maintain necessary insurance on the property on which the work is being performed. Duck Duck RooterTM shall maintain Worker's Compensation and General Liability Insurance.
- *Customer is required to have site ready and accessible on day of installation. Duck Duck Rooter is not responsible for removing fences to enter the customer's yard. Furthermore, Duck Duck Rooter is not responsible for re-installing fence sections as we are not fence contractors and don't have the required tools.
- *Please note: if your system requires a pump or high-water alarm, Duck Duck RooterTM does not provide the electrical circuit from the house to electrical plugs. This will be handled by others at the customer's expense. We can make suggests on electrical vendors and can help with scheduling should you request.

ACCEPTANCE OF ESTIMATE

12/13/2021

Duck Duck Rooter	Date:
The specifications, terms and conditions are satisfactory and are leavened will be made as outlined above.	nereby accepted. You are authorized to do the work as specified
Accepted By:Nassau County Facilities Maintenance	Taco E. Pope, AICP
Signature: Taco E. Popey AICP	

TERMS AND CONDITIONS OF SALE

- 1. **Bills Due:** All bills are considered due upon receipt unless specified differently on the face of this proposal. Please note that Duck Duck RooterTM imposes a credit card surcharge fee of 3.75% when using all major credit cards for <u>payment</u>. For <u>your convenience</u>, <u>customers</u> may avoid this by paying with check, money order, debit card or cash. Invoices shall be paid in accordance with Florida Prompt Payment Act.
- Warranty on septic system installations: Your newly installed septic system carries a full manufacturer's warranty of all materials free from defects for one (1) year from date of installation. Duck Duck Rooter further warranties that said system will be installed per the F.A.C 64E-6 Department of Health permit and/or engineered design and inspected and approved by the appropriate county health department. Duck Duck Rooter makes no further warranty as to system design or preformance. Septic system users should in all cases monitor their water use to ensure the gallons per day used does not exceed the estimated gallons per day capacity of the system. Water usage also includes irrigation and over watering grass on top of and around the drain field. We suggest you educate yourself with the Do's and Don'ts of your new septic system. Please be advised the new septic system is being installed in Florida, a state which receives rain fall throughout the entire year. In some cases drain fields will experince washout areas that appears to be holes/blow-outs. Duck Duck Rooter will make attempts to repair the effected area by repacking with sand, but in extreame causes the repair efforts could require usage of the drain field to stop all together for a period of time. This could lead to unplugging your sump pump, in order to stop water from pumping from the dosing tank to drain field, thus allowing the drain field time to dry out. Duck Rooter will pump out the septic and dosing tank one time at no charge. However, during this time water usage inside the home will be required to cut back greatly as your tanks can fill up and over-flow quickly. This guarantee is restricted to only the work performed by Duck Duck RooterTM as outlined in this proposal.

Manufacturer's warranty ap plies to parts only, not labor.

Installations that claim loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt damage, lack of proper maintenance, or acts of God, such as hurricanes, tropical stories or extended periods of rain are excluded from this warranty.

Duck Duck RooterTM is not responsible for any damage, which may occur to driveways, sidewalks, patios, shrubbery, flowers, grass, fences, etc. We are not responsible for damage to any existing underground installations such as: sprinkler systems, irrigation lines, sprinkler heads, solenoid and wires, gas lines, waterlines, cable, electrical, phone, internet lines, sewer lines, culverts, manholes, septic tanks, septic tank lids, grease traps, underground vessels, power to fences, gates, fountains, and landscape lighting, etc. Duck Duck RooterTM is not responsible for damage done by outside parties including but not limited to homeowner and subcontractors not hired by Duck RooterTM.

- 3. Customer understands this is a construction project and ruts will be caused by heavy equipment entering and exiting the property.
- 4. STATED WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF TOTAL CONTRACT PRICE, INCLUDING ANY CHANGE-ORDERS. WARRANTY IS EFFECTIVE FROM THE DATE INSTALLATION. SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY. CUSTOMER WAIVES ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES AND AGREES THAT THE LIABILITY OF THE SELLER FOR ANY AND ALL CLAIM, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE WORK OR MATERIAL.

5. ALL WARRANTY IS NULL AND VOID IF INVOICE HAS NOT BEEN PAID IN FULL

6. Resale or Transfer of Warranties: In the event of resale, Duck Duck RooterTM does not adopt or ratify any warranty, expressed or implied, made by the Customer, and Duck Duck RooterTM shall have no liability hereunder. Customer agrees to defend, indemnify, and hold Duck Duck RooterTM harmless from and against any liability of any kind to any person or entity whatsoever arising out of any warranty, expressed or implied, made by the Customer in connection with any resale. The warranties provided herein fully accrue only to the benefit of the original Client and are neither transferable to nor enforceable by any other party.

- 7. Delays in delivery, shortages and substitutions: Duck Duck RooterTM shall not be responsible for delays in delivery or for any loss or damage resulting from the delays due to weather conditions, government action, strikes, acts of war, fire, casualty shortages, inability to obtain materials or other causes beyond Duck Duck Rooter's control. In the event one or more of the foregoing occurrences Duck Duck RooterTM reserves the right to make partial shipment or to substitute such other, similar merchandise for the merchandise ordered, as may be reasonably available, and of equal quality and suitability.
- 8. Corporate Approval: This Agreement shall not be valid or enforceable until signed by an authorized agent of Duck Duck RooterTM at its office in Jacksonville, Florida.
- 9. Governing Law and Venue: The laws of the state of Florida shall govern the rights, duties, and obligations of the parties. The Customer hereby submits to the jurisdiction of the courts of that state as to any dispute arising out of the contract between the parties and agrees that any litigation between the parties shall be brought in the courts of Duval County, Florida.

- 10. Collection Costs and Attorneys Fees: In the event that collection efforts are necessary for Duck Duck RooterTM to collect any amounts due under this agreement, Customer agrees to pay all of Duck Duck RooterTM resulting expenses and collection costs, including but not limited to attorney's fees and court costs, whether suit be filed or not. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees.
- 11. **Integration and Modification:** The terms and conditions of the sale stated herein and on the face hereof constitute the final, complete and exclusive agreement of the parties and all prior negotiations and agreements with salesperson or other agents of Duck Duck Rooter TM are merged herein. The Customer acknowledges that he has not relied upon any representations not contained herein. No modifications of the terms and conditions of sale shall be of any force or effect unless in writing and signed by a corporate officer of Duck Duck Rooter TM at its corporate office.

FR



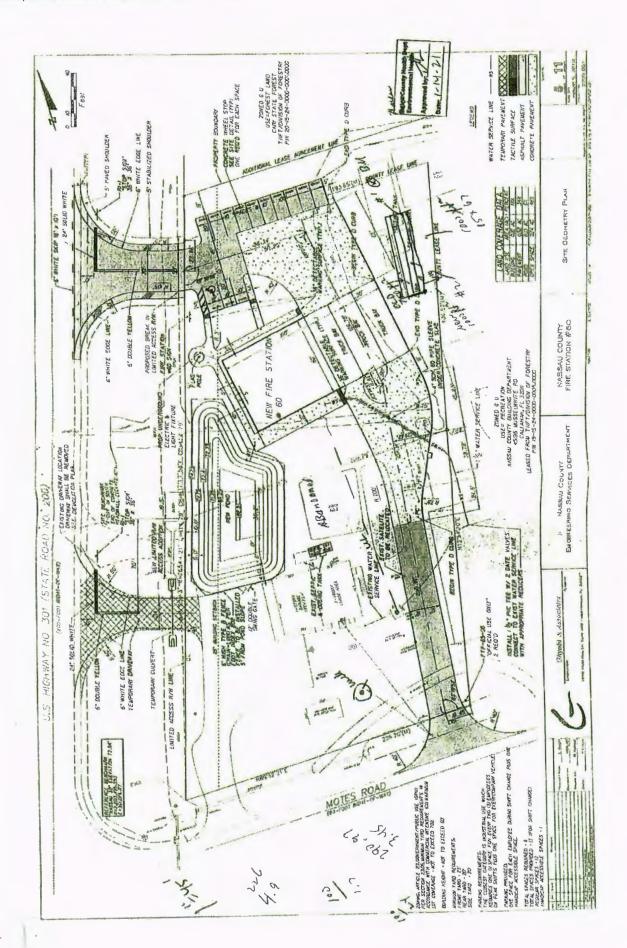
STATE OF FLORIDA DEPARTMENT OF HEALTH ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT	#: 45-SF-2218775
	#: AP1729723
DATE PAI	D:
FEE PAI	D:
RECEIPT	#:
DOCIMENT	#. PR1649562

PROPERTY ADDRESS: { LOT: # PROPERTY ID #: 19-18 SYSTEM MUST BE (381.0065, F.S., AND SATISFACTORY PERFORM WHICH SERVED AS A PERMIT APPLICATION. LISSUANCE OF THIS ()	County Facilities Maintenance) 3291 US Hwy 301 Bryceville, FL 32009 3LOCK: SUBDIVISION: 3-24-0000-0005-0010 CONSTRUCTED IN ACCORDANCE WITH CHAPTER 64E-6, F.A.C. DEPARTIANCE FOR ANY SPECIFIC PERIOD BASIS FOR ISSUANCE OF THIS FOR SUCH MODIFICATIONS MAY RESULT	TMENT APPROVAL OF SYSTEM DOES OF TIME. ANY CHANGE IN MA PERMIT, REQUIRE THE APPLICANT T IN THIS PERMIT BEING MADE NU	OF SECTION NOT GUARANTEE TERIAL FACTS, O MODIFY THE
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STATE, OR LOCAL PERMI			THER FEDERAL,
	Jse existing Septic		And the second s
(0] GALLONS	GREASE INTERCEPTOR CAPACITY [MAXIM DOSING TANK CAPACITY [120.0(]GA		
R [0] SQUARE F	ret new drainfield SYSTEM FET SYSTEM] STANDARD [] FILLED [X]	MOTINITY []	
CONFIGURATION:	x] TRENCH [] BED []	PEONE []	
1	orange painted nall in small oak tree no	orth of drainfield site	
ELEVATION OF PROPOSE	ED SYSTEM SITE [21.00] [INCHES	FT] [ABOVE BELOW BENCHMARK/REFE	
	30.00) INCHES EXCAVATION REQ	UIRED: [51.00] INCHES	
NOTE: 51 excavation be	low top of mound required. 36 inch excavation	required below natural grade.	
Performing Lift Dosing.	as suitable for distributing sewage effluent.		
	as suitable to distributing sowage condense		
		and the second s	
PECIFICATIONS BY:	erry D Graham	TITLE: Environmental Specialist II	
APPROVED BY:		mental Specialist II	Nassau CHD
	Terry D Graham 9/21/2021	EXPIRATION DATE:	12/20/2021
	tes all previous editions which may	not be used)	

AP1729723

SE1595980



RUAD REPT



STATE OF FLORIDA DEPARTMENT OF HEALTH ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT	#: 45-SF-2218788
APPLICATION	#: AP1729 727
DATE PA	ID:
FEE PA	ID:
RECEIPT	#:
DOCUMENT	#: PR1650165

CONSTRUCTION PERMIT	FOR: OSTDS Reps	air		
APPLICANT: (Ness	au County Facilities Mainte			
PROPERTY ADDRESS:	37359 Pea Farm Rd	Hilliard, FL 32046		
LOT:	BLOCK:	SUBDIVISION:		
PROPERTY ID #: 09	-3N-24-0000-0031-0000		[SECTION, TOWNSHIP, RANGE, P. [OR TAX ID NUMBER]	ARCEL NUMBER]
SATISFACTORY PERFO WHICH SERVED AS PERMIT APPLICATION ISSUANCE OF THIS	A BASIS FOR ISSU	SPECIFIC PERIOD JANCE OF THIS E TIONS MAY RESULT EXEMPT THE AP	MENT APPROVAL OF SYSTEM IT OF TIME. ANY CHANGE IT PERMIT, REQUIRE THE APPLICATION THIS PERMIT BEING MAIT PLICANT FROM COMPLIANCE WI	N MATERIAL FACTS, NT TO MODIFY THE
A [0] GALLON	ONS / GPD Us ONS / GPD IS GREASE INTERCEPTOR IS DOSING TANK CAPACI FEET [] STANDARD [R CAPACITY [MAXIMITY [75.00]GA SYSTEM SYSTEM	CAPACITY OM CAPACITY SINGLE TANK: 1250 G. LLONS @[6]DOSES PER 24 HR	S #Pumps [1]
N			ility pole that is 25ft N of drainfield site	
E BOTTOM OF DRAINFI	OSED SYSTEM SITE	[29.00] [INCHES	FT] [ABOVE / BELOW BENCHMARK	REFERENCE POINT
Performing Lift Dosin	g. Note: There is 10 inched as suitable for distributi	es of slope on the lot.	UIRED: [12.00] INCHES	
SPECIFICATIONS BY:	Terry D Graham		TITLE: Environmental Specialis	t II
APPROVED BY:	Terry D Graham	TITLE: Environm	ental Specialist II	Nassau CHD
DATE ISSUED:	09/24/2021		EXPIRATION DATE	12/23/2021
	oletes all previous (5,003, FAC v :.1.4	editions which may	not be used) SE1596637	Page 1 of 3

12/22/2020



Google Maps

Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 20 ft :

ACORD

DUCKDUC-01

LSTRATTON

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

11/9/2021

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(les) 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).

PRODUCER JP Perry Insurance, Inc	GONIACT Lori A. Stratton PHONE [ALC, No. Ext]: (904) 482-1696 [ALC, No.]: (5	304) 900-2222		
3342 Korl Read Jacksonville, FL 32257	Appless: Istration@pperry.com			
	INSURER/8) AFFORDING COVERAGE	NAIC #		
	INSURER A : Lloyd's			
INSURED	INBURER & Ameritrust Group Inc	7480		
Duck Duck Rooter LLC 2826 Lenox Ave Jacksonville, FL 32254	INSURER C: FFVA Mutual Insurance Co.	10385		
	INSURER D:			
	INSURER E:			
	INSURER F :			

COVERAGES

CERTIFICATE 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.

HERE

TYPE OF INSURANCE

ADDITIONAL MAINS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS

TYPE OF INSURANCE

ADDITIONAL MAINSONCYCO.

LIMITS

LIMITS

INSE LTR	3	TYPE OF INSURANCE	ADD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	FIWI.	18			
A	X	COMMERCIAL GENERAL LIABILITY				100000000000000000000000000000000000000		EACH OCCURRENCE	8	1,000,000		
		CLAIMS-MADE X OCCUR	X	X	LGLEX00026600	7/12/2021 7/12/2022		PREMISES (En occurrence)	\$	100,000		
									MED EXP (Any one person)	\$	10,000	
								PERSONAL & ADVINJURY	\$	1,000,000		
	GE	NI. AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	8	3,000,000		
		POLICY X PRO-						PRODUCTS - COMPANY AGG	3	3,000,000		
B	AllT	OTHER:	-	-				COMBINED SINGLE LIMIT	5	1,000,000		
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									\$			
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		DED RETENTIONS							\$			
C	WOR	RKERS COMPENSATION						X PER OTH-				
			NIA			WC84002053542021A 7/12/2021 7/12/2022	X WC84002053542021A 7/12/2021 7/12/2022 EL EACH AC	E.L. EACH ACCIDENT	3	1,000,000		
		dalary in len	MIN				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
	If yes	describe under CRIPTION OF OPERATIONS below						E L. DISEASE - POLICY LIMIT	\$	1,000,000		
		I/Poll Liability			LGLEX00026600	7/12/2021		Per Claim-Ded \$5,000		1,000,000		
A	Prof	(/Poll Liability			LGLEX00028600	7/12/2021	7/12/2022	Aggregate		3,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be effected if more space is required)
Cortificate Holder is named as additional insured in regards to General Liability including ongoing & completed operations & additional insured in regards to Auto Liability as per written contract. A Welver of Subrogation is in favor of the Certificate Holder for General Liability, Auto Liability & Workers
Compensation as per written contract. Policies except Workers Compensation are on a primary & non contributory basis. 30 days notice of cancellation except 10 days for non payment of premium.

CERT	(IFI	SAT	E	OL	DER

CANCELLATION

Nassau County Board of Commissioners 96135 Nassau Place Yules, FL 32097 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE **THEREOF**, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PO**LICY PROV**ISIONS.

RCMM ...

ACORD 25 (2016/03)

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