

Contract No.: CM 3141

CONTRACT FOR LANDSCAPING AND IRRIGATION SERVICES AT NASSAU CROSSING

THIS CONTRACT entered into on March 14, 2022, 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 **C&L LANDSCAPE, INC.**, located at 1601 E. Duval Street, Jacksonville, Florida 32202, hereinafter referred to as the "Vendor".

WHEREAS, the County received bids for landscape and irrigation services, on January 12, 2022 at 10:00 a.m.; and

WHEREAS, the Director of Public Works has determined that the Vendor is the lowest, most responsive and responsible bidder. A copy of the Vendor's Price Sheet is attached hereto as Attachment "A" 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 the services and/or materials further described in the *Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B".

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 the Director of 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 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.

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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 pursuant to pricing as reflected in Attachment “A”; 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

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

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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

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

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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 referenced herein and in accordance with the *Scope of Work*.

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

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate five hundred forty-five (545) days thereafter. The performance period of this Contract may be extended in one (1) year increments upon mutual

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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

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

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)

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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

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.

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, 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 public agency with a copy of the requested records or allow the records to be inspected or copied

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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:

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

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(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.

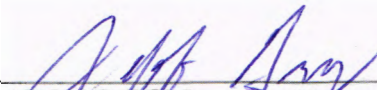
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

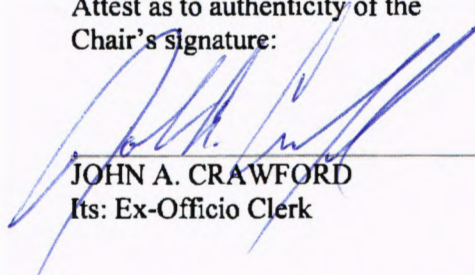
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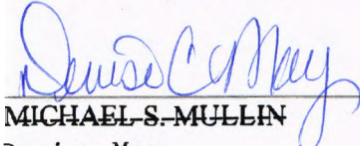
Contract No.: CM 3141

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

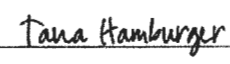

AARON C. BELL Jeff Gray
Its: Chairman Vice Chairman

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
Denise May

C&L LANDSCAPE, INC.


By: Tana Hamburger
Its: President
Date: 2/18/2022

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Initials: 

Attachment "A"

ATTACHMENT 'B'			
NASSAU CROSSING LANDSCAPING - PRICE SHEET			
MATERIAL / DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1 White Fringe Tree 30 Gal.	6	275	1650
2 Eastern Red Cedar 3" cal. 10' ht. 4' spread	6	650	3900
3 Crape Myrtle Indica 8' to 10' ht. 4' to 5' spread, min. 3" cal	8	275	2200
4 Magnolia grandiflora DD Blandford 12' to 14' ht. 4' to 5' spread, min. 3" cal.	4	450	1800
5 Slash Pine 10'-12' ht., 3'-4' spread, 3" cal.	21	300	6300
6 Slash Pine 12'-14' ht., 3'-4' spread, 4" cal.	4	375	1500
7 Slash Pine 14'-16' ht., 6'-8' spread	25	475	11875
8 Live Oak 14'-16', 6'-8' spread, 3" cal	14	550	7700
9 Live Oak 16'-18', 6'-7' spread, 4" cal	14	750	10500
10 East Palatka Holly, 3" Cal, 10" ht	6	400	2400
11 Altee Elm 12'-14' ht. 6'-8' spread, 3" cal. Planted on its own root	2	450	900
12 Ilex Vomitoria yaupon Holly 15 gal, 8'-9' ht, 2'-3' spread	25	90	2250
13 Florida Anise 36" ht. 24' to 10" spread 7 gal.	56	45	2520
14 Fakahatchee Grass, 3 gal. 12"-14" ht., 8" - 10" spread	107	20	2140
15 Pink Muhly Grass, 1 gal	46	12	552
16 Fakahatchee Grass, 1 gal	107	12	1284
17 Fine Grading. Does not include any fill or heavy grading/site work	1 lump sum		2250
18 8-8-8 Granular fertilizer installed following installation	1 lump sum		750
19 Pre-emergent herbicide applied to all plant beds and tree wells 4 days following installation and prior to mulch	1 lump sum		425
20 65 CY Brown Mulch installed at 3" depth	1 lump sum		3900
21 54,911 SF Bermuda 419 sod installed	1 lump sum		47830.58
22 31,100 SF of Common Bermuda Seed blended with Fertilizer. Install by hydroseeding	1 lump sum		7775
23 Zamia Coontle Palm, 3 gal.	117	25	2925
24 Baled Pine Straw installed	241	7	1687
25 Bald Cypress 12'-14' ht. 3" cal.	6	325	1950
26 Bald Cypress 15'-18' ht., 5" cal.	3	650	1950
27 Red Maple 12'-14' ht. 3" cal.	6	650	3900
28 Tulip Tree 12'-14' ht. 3" cal.	4	350	1400
29 Crape Myrtle Indica Natchez 12'-14' ht., 4-5' spread, single trunk, 4" cal, 100 gal	45	650	29250
30 Tree Staking	186	45	8370
31 Soil Amendments	20 cu. yds.	80	1600
32 Fine Grading. Does not include any fill or heavy grading	1 lump sum		2250
33 Pre-emergent herbicide applied to all plant beds and tree wells 4 days following installation and prior to mulch	1 lump sum		425
34 17,718 SF Bermuda 419 sod installed	1 lump sum		13820.04
35 Bagged Brown Mulch installed at 3" depth	90	6.5	585
		TOTAL EXTENDED PRICE	\$ 187,513.62
TOTAL TO INSTALL ALL OF THE ABOVE			\$187,513.62
EQUIPMENT RENTAL			\$ -
MOBILIZATION & FIELD STAGING			\$ 25,000.00
PRICE FOR CARE OF PLANTING & IRRIGATION FOR UP TO ONE (1) YEAR FROM INSTALLATION			\$ 2,850.00
<p>INSTALLER SHALL BE RESPONSIBLE FOR REPLACEMENT OF DEAD LANDSCAPING DURING THAT PERIOD. PLANTING CONDITION WILL BE FIELD VERIFIED BY THE COUNTY EXTENSION OFFICE TO DETERMINE HEALTH OF PLANTS IN QUESTION</p> <p>** DESIGN & INSTALLATION OF 18 ZONE RECLAIMED WATER 2 WIRE AUTOMATIC IRRIGATION SYSTEM (Provide "as built" set of full irrigation plans)</p> <p>** irrigation proposal to include decoders, ground rods, surge protection, material and labor to install</p> <p>** Irrigation proposal will not include locating any unmarked sleeves or directional boring. Also, does not include any electrical work or providing electric to the Irrigation controller</p> <p>** Irrigation installer shall be responsible for pavement crossings as needed</p>			
LUMP SUM TOTAL			286913.62

Attachment "B"

NASSAU COUNTY INVITATION TO BID
NC22-001-ITB – NASSAU CROSSING LANDSCAPING

SPECIFICATIONS / SCOPE OF WORK

General Conditions / Scope of Work

Purpose – To provide a community park to the Williams Burgess District

Nassau County is seeking a company to provide commercial landscaping services. Services must be accomplished in a safe manner and the results must be aesthetically pleasing. The Respondent will ensure that all work is performed with skilled personnel in a professional manner and comply with all industry standards, federal, state, and local laws, ordinances, rules and regulations that in any manner affect the services. The Respondent will furnish all labor, supervision, supplies, and equipment necessary for performing all service requirements as defined herein.

The landscape material listed below will be installed per the master landscaping plan provided by the developer.

Landscape services shall be conducted during the hours of 8:00am - 5:00pm, Monday through Friday. Work performed outside these scheduled hours must be approved in advance by a Nassau County facility representative or designee. Inspection of work to be performed by Nassau County Facilities Maintenance staff.

Warranty – Minimum Requirements

In the performance of the scope of work under this solicitation, the Respondent and its employees and/or subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after the services are accepted by Nassau County, the Respondent shall again perform the services directly affected by such failure at the Respondent's sole expense.

All work is to be completed within 180 days of approved contract date.

Any special power requirements or water requirements shall be listed in proposal.

The Respondent will furnish certificates of insurance, copies of licenses, permits and other items required by the County.

All charges must be indicated on the Response Price Sheet. If not, the County will reject those charges if invoiced.

All prices shall remain firm for the duration of the contract period.

Price quotes are to be F.O.B. Destination.

**NASSAU COUNTY INVITATION TO BID
NC22-001-ITB – NASSAU CROSSING LANDSCAPING**

Material Description	Quantity
White Fringe Tree 30 Gal.	6 each
Eastern Red Cedar 3" cal. 10' ht. 4' spread	6 each
Crape Myrtle Indica 8' to 10' ht. 4' to 5' spread, min. 3" cal.	8 each
Magnolia grandiflora DD Blanchard 12' to 14' ht. 4' to 5' spread, min. 3" cal.	4 each
Slash Pine 10'-12' ht., 3'-4' spread, 3" cal.	21 each
Slash Pine 12'-14' ht., 3'-4' spread, 4" cal.	4 each
Slash Pine 14'-16' ht., 6'-8' spread	25 each
Live Oak 14-16', 6'-8' spread, 3" cal.	14 each
Live Oak 16'-18', 6'-7' spread, 4" cal.	14 each
East Palatka Holly, 3" Cal, 10" ht.	6 each
Altee Elm 12'-14' ht. 6'-8' spread, 3" cal. Planted on its own root	2 each
Illex Vomitoria yaupon Holly 15 gal, 8'-9' ht, 2'-3' spread	25 each
Florida Anise 36" ht. 24' to 10" spread 7 gal.	56 each
Fakahatchee Grass, 3 gal. 12"-14" ht., 8" - 10" spread	107 each
Pink Muhly Grass, 1 gal	46 each
Fakahatchee Grass, 1 gal	107 each
Fine Grading. Does not include any fill or heavy grading/site work	1 lump sum
8-8-8 Granular Fertilizer installed following installation	1 lump sum
Pre-emergent herbicide applied to all plant beds and tree wells 4 days following installation and prior to mulch	1 lump sum
65 CY Brown Mulch Installed at 3" depth	1 lump sum
54,911 SF Bermuda 419 sod installed	1 lump sum
31,100 SF of Common Bermuda Seed Blended with Fertilizer. Install by hydroseeding	1 lump sum
Zamia Coontie Palm, 3 gal.	117 each
Baled Pine Straw installed	241 each
Bald Cypress 12'-14' ht, 3" cal.	6 each
Bald Cypress 15'-18' ht., 5" cal.	3 each
Red Maple 12-14' ht, 3" cal.	6 each
Tulip Tree 12-14' ht. 3" cal	4 each
Crape Myrtle Indica Natchez 12-14' ht., 4-5' spread, single trunk, 4" cal. 100 gal	45 each
Tree Staking	186 each
Soil Amendments	20 cu yd
Fine Grading. Does not include any fill or heavy grading	1 lump sum
Pre-emergent herbicide applied to all plant beds and tree wells 4 days following installation and prior to mulch	1 lump sum
17,718 SF Bermuda 419 sod installed	1 lump sum
Bagged Brown Mulch installed at 3" depth	90 each

NASSAU COUNTY INVITATION TO BID
NC22-001-ITB – NASSAU CROSSING LANDSCAPING

See Response Price Sheet - For every item listed on the price sheet, bidder is to provide:

1. Unit, extended, and total price for line item materials
2. Price to install all line item materials
3. Price for equipment rental
4. Mobilization and field staging cost
5. Price for care of planting & irrigation for up to one (1) year
6. Design and installation of 18 zone reclaimed water two (2) wire automatic irrigation system
(provide "as built" set of full irrigation plans) – **NOTE:**
 - a. Irrigation proposal to include decoders, ground rods, surge protection, material, and labor to install
 - b. Irrigation proposal will not include locating any unmarked sleeves or directional boring. Also does not included any electrical work or providing electric to the irrigation controller.
 - c. Irrigation installer shall be responsible for pavement crossings as needed.
7. Lump Sum Total

[The remainder of this page intentionally left blank]

Exhibit "1"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2022

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).

PRODUCER
Nexus Partners Insurance
5745 North Scottsdale Road, Suite B120
Scottsdale, AZ 85250

CONTACT NAME: Cory Strahler
PHONE (A/C No. Ext): 904-739-2722 **FAX (A/C. No.):**
E MAIL ADDRESS: cs@matrixonesource.com

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: StarStone National Insurance Company 25496

INSURED
Ally HR, LLC
L/C/F C&L Landscape Inc
12735 Gran Bay Parkway West Ste 202
Jacksonville FL 32258

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES **CERTIFICATE NUMBER: 66223705** **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	ADJR INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE (ED) <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T80220001-843	1/1/2022	1/1/2023	<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)

Coverage provided for all leased employees but not subcontractors of:
C&L Landscape Inc 1/1/2021

CERTIFICATE HOLDER
FL
Nassau County
96135 Nassau Place, Suite 2
Yulee FL 32097

CANCELLATION

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
Jodie R. Kramer Cole *Jodie R. Kramer Cole*

