

CS-22-152

Contract No.: CM 3348

**CONTRACT FOR AMELIA ISLAND AND AMELIA ISLAND PARKWAY AND HIGH
PEDESTRIAN AREA MOWING SERVICES**

THIS CONTRACT is entered into 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 **FREEDOM LANDSCAPE & LAWN MAINTENANCE, INC.**, located at 7232 SMYRNA STREET, JACKSONVILLE, FLORIDA, 32208, hereinafter referred to as the "Vendor".

WHEREAS, the County received bids for The Amelia Island Mowing Services, on February 16, 2023, at 10:00 am; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder for Item 1, Amelia Island, Item 2, The Amelia Island Parkway and Item 3, High Pedestrian Areas; and

WHEREAS, all terms and conditions of the County's request for bid and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor's Response Price Sheet is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A **VENDOR'S RESPONSE PRICE SHEET**

Exhibit B VENDOR'S TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Exhibit C INSURANCE DOCUMENTS

SECTION 3. Description of Services and/or Materials to be Provided.

3.1 The Vendor shall provide the services and/or materials further described in the Vendor's *Technical Specifications*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for services and/or materials issued by the County. The Vendor shall provide the services and materials as contained in the *Technical Specifications* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 County shall pay Vendor in an amount not to exceed \$155,580.00 per year for the services referenced in Exhibit(s) A and B. No payment shall be made for services and/or materials without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Road Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity, and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. 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 in advance of receipt of services and/or materials by the County **cannot** be made. 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 found at Section 218.70,

Florida Statutes. Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Services and/or Materials.

5.1 Receipt of services and/or materials shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County 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 shall be withheld by the County 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 refusal of 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 shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Firm Prices.

6.1 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 Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 7. Funding.

7.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 8. Expenses.

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8.1 The Vendor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 9. Taxes, Liens, Licenses and Permits.

9.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

9.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

9.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 10. Governing Law, Venue and Compliance with Laws.

10.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be

brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

10.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 11. Change Orders.

11. 1 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 12. Modifications.

12. 1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 13. Assignment and Subcontracting.

13.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

13.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall

not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

13.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 14. Severability.

14.1 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 15. Termination for Default.

15.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

15.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related

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to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 16. Termination for Convenience.

16.1 The County reserves the right to terminate this 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. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Force Majeure.

17.1 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

17.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after

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the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 18. Access and Audits of Records.

18.1 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 work

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contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

SECTION 19. Public Emergencies.

19.1 The Vendor agrees that 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. 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 20. Term of Contract and Option to Extend or Renew.

20.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate two (2) years from the effective date. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 7 hereinabove.

20.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 15 and 16 hereinabove, during the probationary period, the County may

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terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, 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 the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall 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.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 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) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,**

YULEE, FLORIDA 32097. Under this Contract, 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 County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 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

(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, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to 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. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Cameron L Hansen
37356 Pea Farm Rd.
Hilliard, Florida, 32046

Vendor: Freedom Landscape & Lawn Care Maintenance, Inc.
Attn: Zakee Furqan

Contract No.: CM 3348

7232 Smyrna St, Jacksonville, Florida, 32208

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with

the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract.

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If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for services performed prior to the termination date.

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

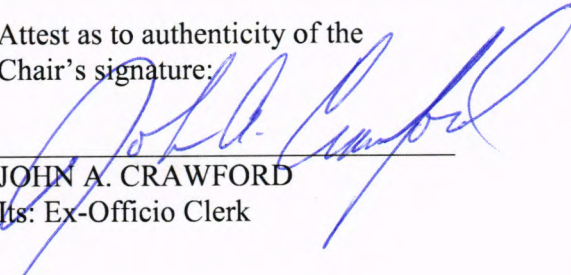
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: Klynt A. Farmer

Its: Chairman

Date: March 13, 2023

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

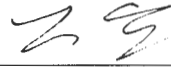
Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

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**FREEDOM LANDSCAPE & LAWN
MAINTENANCE, INC.**



By: Zakee Furgan

Its: President

Date: 3/13/2023

ATTACHMENT "A"
REVISED
BID SHEET

ITEM 1	Amelia Island	ANNUAL COST
A	8 Cuts Per Year	\$ 46,900.00
B	Single Cut	Price Per Cut \$ 5,862.50
ITEM 2	Amelia Island Parkway	ANNUAL COST
A	Special 40 Cuts Per Year	\$ 46,080.00
B	Single Cut	Price Per Cut \$ 1,152.00
ITEM 3	High Pedestrian Areas	ANNUAL COST
A	16 Cuts Per Year	\$ 62,600.00
B	Single Cut	Price Per Cut \$ 3,912.56
ITEM 4	Amelia Concourse Landscape Maintenance (total annual cost)	\$ 155,580.00
ITEM 5	Optional: Cuts for Roads that may be Added During Contract Term	Cost Per Acre \$ 50.00

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.


By:  (signature)
 Name ZAKEE FURQAN (printed or typed)
 Company Name: FREEDOM LANDSCAPE AND LAWN MAINTENANCE, INC.
 Address 7232 SMYRNA STREET
 City, State, Zip JACKSONVILLE, FL 32208
 Phone Number 904-343-9714 Email Address zakee0126@gmail.com

Exhibit "B"

TECHNICAL SPECIFICATIONS

Work is to be performed based on the following General Description of Work: It is agreed to that work to be done under this Contract is to provide mowing and maintenance services, power blade edging, trash and debris pickup, and dead limb removal.

- A. TYPES OF SERVICES** – Selected Bidder will be required to provide the following services during the term of the Contract.
- i) **Mowing** - of all grass areas to be uniformly cut at a height of 2 ½" to 4". Changes in height directed by the Road Department Director or his designee will be done at no additional charge. Any trash, debris, dead limbs, or dead animals shall be picked up and disposed prior to mowing at contractor's expense. Mowing over or around such items is not acceptable.
 - (1) Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect that would negatively affect growth, health and appearance of grass.
 - ii) **String Trimming performed around or up to all** – posts, poles, planting beds, trees, sprinkler heads and irrigation equipment, ponds, curbs, walks and other similar areas as are present on the grounds. Trimming shall be done in a manner that will provide a uniform manicured appearance. Trimming shall be performed each mowing cycle.
 - iii) **Power Blade Edging** – shall be performed along walk areas, curb and gutter areas, or any similar areas as are present where string trimming will not provide the optimal appearance and or effect. Edging shall be performed each mowing cycle.
 - iv) **Cleanup** – Driveways, walks, streets, and other similar areas present within the Right-of-Way shall be cleaned of cuttings and debris by the use of power and/or hand equipment. Such cuttings shall be removed from the site by the contractor on the date of service. No cuttings dispensed from mowing shall be blown into plant beds.
 - v) **Weeding of beds, walkway cracks, curb & gutter lines, concrete medians, round-a-bouts, and all Pertinent Areas** – of the Right-of-Ways shall be completed with each mowing cycle. The Road and Bridge Director or his designee may authorize the use of herbicides to assist in weed/grass control. A licensed contractor or subcontractor may apply herbicide applications on the sidewalks, beds, trees, concrete medians, and round-a-bouts provided they possess comply with licensing requirements under Florida Statutes Chapter 487 for Right-of-Way Application of pesticides. The Contractor must possess a Commercial application license through the Florida Department of Agriculture.
 - vi) **Landscape Areas** – Areas along certain roadways and/or Multi-use Trails require a "landscaped" appearance and must be maintained accordingly. These areas shall require weeding of beds, string trimming, edging of curbs & sidewalks, periodic mulch replacement and pruning of shrubs and trees. The following locations are identified as "landscaped" areas:
 - a. "Green Area" along Bailey-Simmons Trail between Egan's Creek & First Avenue

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- vii) **Damages** – Any ditches or other areas in the right-of-way determined to be damaged during the mowing operation shall be repaired at the contractor's expense. Ditches shall be restored to ensure proper flow if drainage is altered from "rutting of ditch lines" during the mowing operation.
- B. FREQUENCY OF SERVICE** – The following defines the frequency of service for this Contract:
- i) **Frequency Based Mowing**: Contractor will provide rates to mow each road described on bid sheet for the following amount of cycles:
- 6 X (six times) per year (eight week cycle beginning March 1st)
 - 8 X (eight times) per year (six week cycle beginning March 1st)
 - 16 X (sixteen times) per year (3 week cycle beginning March 1st)
 - 40 X (forty times) per year (1 week cycle beginning March 1st)
 - 1 Cycle – On Demand Single Cut
- For this contract, the year will be defined as the mowing season from March 1st through December 1st. Prices submitted are to include cost for mobilization, debris/litter removal, string trimming, power blade edging, weed control, and cleanup for each cycle.
- ii) **Additional Mowing Request** – The County may at any time in the duration of the Contract request additional mowing cycles. Upon notification of this request, the Contractor shall begin the additional mowing request within three (3) business days. The cost for such additional request will be based on the awarded contract price.
- iii) **County Roads Not Mowed** – A list of roads is provided for informational purposes for County Maintained Roads Not Mowed. These roads are privately maintained currently (by homeowner, HOA or other landscape agreement) and are not mowed by Nassau County. Nassau County is seeking a per acre price to mow in the event any portion of these roads become the responsibility of Nassau County to mow.
- C. MAINTENANCE OF TRAFFIC** – It is the Contractor's responsibility to provide all maintenance of traffic (MOT) required during any work within the County Right-of-Ways. Failure to follow proper MOT can result in the Contractor to be shut down and up to Contract termination.
- D. SAFETY RESPONSIBILITIES** – All tractors, mowers and other motorized equipment must have a minimum of one Amber Rotating Beacon light or equipped with a flashing strobe light. Lights must be operational at all times motorized equipment is working within the Right-of-Way. Motorized equipment must be equipped with Slow Moving Vehicle placards or Triangles. All safety chains or other manufacturer approved safety guards/shields must be installed and in good working order at all times.
- E. DAMAGE DURING PERFORMANCE** – 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,

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shall be reported immediately by the Selected Bidder's staff to the Road Director or his designee. A written report shall be completed by the Selected Bidder for submittal within twenty-four hours. Damages during closed hours/days shall also be reported immediately to the Road Director or his designee. The Contractor will be responsible for repair or replacement of any such damages.

ATTACHMENT "C" ROAD LISTINGS ITEM #1

Amelia Island Roads							
#	ITEM #1 Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acerage
1	ADAMS RD	FERNANDINA BEACH	Between S 8th St & Amelia Rd; Amelia Rd to end of road	775	11	18	0.52
2	AMELIA RD	FERNANDINA BEACH	From SR 200 to Amelia Island Pkwy	7440	14	12	4.44
3	AUTUMN TRC	FERNANDINA BEACH	From Buccaneer Trail to end of road	1410	10	10	0.65
4	AVERY RD	FERNANDINA BEACH	From First Coast Hwy to end of road	1325	12	12	0.73
5	BAILEY RD	FERNANDINA BEACH	From SR 200 to Ball Field	4610	18	18	3.81
6	BOB WHITE LN	FERNANDINA BEACH	Between Diane Dr & Curnutte Dr	525	10	10	0.24
7	BOLES CIR	FERNANDINA BEACH	Between Clinch Dr & Bonnieview Rd	635	20	20	0.58
8	BONNIEVIEW RD	FERNANDINA BEACH	From S 8th St to end of Road	3975	10	10	1.83
9	BRIDAL RD	FERNANDINA BEACH	Between Bonnieview Rd & Lawrence Ln	747	8	8	0.27
10	BUCCANEER TR	FERNANDINA BEACH	From Amelia Island Pkwy to First Coast Hwy (Varies)	6350	20	20	5.83
11	BURNEY RD	FERNANDINA BEACH	Between First Coast Hwy & Gregg St	3170	20	20	2.91
12	CASHEN DR	FERNANDINA BEACH	From Amelia Rd & Susan Dr	1400	6	6	0.39
13	CHEM CELL RD	FERNANDINA BEACH	From Amelia Island Pkwy to end of road	490	10	10	0.22
14	CITRONA DR	FERNANDINA BEACH	From Sadler Rd to Date St	6110	20	20	5.61
15	CLINCH DR	FERNANDINA BEACH	Between SR200/A1A & Lime St	8110	12	12	4.47
16	CURNUTTE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	950	15	15	0.65
17	DIANE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	1230	13	17	0.85
18	DRURY RD	FERNANDINA BEACH	From Sadler Rd to end of road	1340	14	22	1.11
19	E OAK ST	FERNANDINA BEACH	Between Susan & 14 th St	780	15	15	0.54
20	ELIZABETH RD	FERNANDINA BEACH	From Clinch Drive to end of road	670	10	10	0.31
21	ERVIN ST	FERNANDINA BEACH	From Lewis St to end of road	865	6	6	0.24
22	FORREST DR	FERNANDINA BEACH	From First Coast Hwy to end of road	1540	12	12	0.85
23	FOUNTAIN DR	FERNANDINA BEACH	From S 14th St to end; both directions	1700	15	15	1.17
24	FRIENDLY RD	FERNANDINA BEACH	Between Bonnieview Rd and SR200/S 8th St	1660	15	15	1.14
25	GEIGER RD	FERNANDINA BEACH	Between S 8th St & Clinch Dr	1860	5	5	0.43
26	GERBING RD	FERNANDINA BEACH	From First Coast Hwy @ round-a-bout to end of road	2015	8	8	0.74
27	GLYN WOODS CT	FERNANDINA BEACH	From Philips Manor Rd to end of road	430	8	8	0.16
28	GREGG ST	FERNANDINA BEACH	From Burney Rd to end of the road	1960	12	12	1.08
29	GROVE PARK CIR	FERNANDINA BEACH	From Amelia Rd to end of the loop road	2130	10	10	0.98
30	HAGAN LN	FERNANDINA BEACH	From Clinch Dr to end of the road	250	8	8	0.09

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
31	HIRTH RD	FERNANDINA BEACH	Between Amelia Island Pkwy & Somerset Dr	330	10	10	0.15
32	HOLLY DR	FERNANDINA BEACH	Between Susan & S. 14th St	740	20	20	0.68
33	IAN DR	FERNANDINA BEACH	From 1st Coast Hwy, to end of road	1280	16	16	0.94
34	ISLAND WALK WAY	FERNANDINA BEACH	From S 14th St to end of the road	1455	20	20	1.34
35	JAMES ST	FERNANDINA BEACH	American Beach area from Lewis St to Dead End	415	12	12	0.23
36	JASMINE ST	FERNANDINA BEACH	From S 14th St to South Fletcher	8055	18	12	5.55
37	JULIA ST	FERNANDINA BEACH	Between First Coast Hwy to Gregg St	2970	10	10	1.36
38	KENNETH CT	FERNANDINA BEACH	From Amelia Rd to end of road	690	14	14	0.44
39	LAWRENCE LN	FERNANDINA BEACH	From Friendly Rd to end of road	830	16	18	0.65
40	LEE ST	FERNANDINA BEACH	From Lewis St to end of road	220	8	8	0.08
41	LEONARD ST	FERNANDINA BEACH	Between Lewis St and end of road	805	6	6	0.22
42	LEWIS ST	FERNANDINA BEACH	From First Coast Hwy to American Beach Access	3180	16	10	1.90
43	LIME ST	FERNANDINA BEACH	From Citrona to S. 3rd St	5780	6	6	1.59
44	MAGNOLIA LN	FERNANDINA BEACH	Between S. 8th & Amelia Rd	645	6	6	0.18
45	MAGNOLIA ST	FERNANDINA BEACH	Between Clinch & S. 3rd St	985	12	12	0.54
46	MALLARD LN	FERNANDINA BEACH	Between Pheasant Ln & Blue Heron Ln	485	15	16	0.35
47	MANUCY RD	FERNANDINA BEACH	From First Coast Hwy to end	1630	5	5	0.37
48	MARY AV	FERNANDINA BEACH	From Lewis St to 5433 Mary Ave	500	8	8	0.18
49	MCSWAIN RD	FERNANDINA BEACH	From Clinch Dr to end of road	800	16	14	0.55
50	MOURNING DOVE LN	FERNANDINA BEACH	Between Pine Dr & Oak Dr	450	8	8	0.17
51	N 14TH ST	FERNANDINA BEACH	From Egans Creek to Atlantic Ave	9290	20	20	8.53
52	NECTARINE ST	FERNANDINA BEACH	Between S 14th St. & S 18th St	1400	18	18	1.16
53	NOTTINGHAM DR	FERNANDINA BEACH	Between S 14th St & Susan Dr	1470	21	16	1.25
54	NOVELTY ST	FERNANDINA BEACH	Between S 6th ST & S 5th ST	240	18	20	0.21
55	OAK LN	FERNANDINA BEACH	From Amelia Rd to end of road	830	19	18	0.71
56	OCEAN BLVD	FERNANDINA BEACH	From Burney Rd to end of road	2310	16	14	1.59
57	OLD AMELIA AV	FERNANDINA BEACH	Between S 8th St & Amelia Rd	825	16	16	0.61
58	OLD BLUFF RD	FERNANDINA BEACH	From First Coast Hwy to end of road	660	3	5	0.12
59	OLIVE ST	FERNANDINA BEACH	Between S 8th & end; Clinch Dr to end; S 5th St & S 6th St	900	12	14	0.54
60	ORANGE AV	FERNANDINA BEACH	From First Coast Hwy to Anthony St	1040	10	10	0.48
61	ORCA CT	FERNANDINA BEACH	From Citrona Dr to end of the road	395	8	8	0.15
62	PALM DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	690	8	8	0.25
63	PHEASANT LN	FERNANDINA BEACH	Between Mallard Ln & Egret Ln	795	10	10	0.37
64	PHILIPS MANOR PL	FERNANDINA BEACH	From Phillips Manor Rd to end of road	445	18	16	0.35

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
65	PHILIPS MANOR RD	FERNANDINA BEACH	Between First Coast Hwy & Buccaneer Trail	3550	18	18	2.93
66	PINE DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	920	8	8	0.34
67	PINE RD	FERNANDINA BEACH	From Bailey Rd to end of road	645	10	10	0.30
68	PINE TR	FERNANDINA BEACH	From Clinch Drive to end of road	330	12	12	0.18
69	POGY PL	FERNANDINA BEACH	From Egans Creek to 1 Pogy Pl	2250	16	16	1.65
70	PRICE ST	FERNANDINA BEACH	From Julia St to 5431 Price St	130	8	8	0.05
71	QUATTLEFIELD LN	FERNANDINA BEACH	From First Coast Hwy to end of road	835	10	10	0.38
72	QUEENS WAY	FERNANDINA BEACH	From Bailey Rd to end of road	455	6	8	0.15
73	RAYON RD	FERNANDINA BEACH	From Bonnie View Road to end of road	730	10	10	0.34
74	ROBIN HOOD DR	FERNANDINA BEACH	Between Susan Dr & Amelia Rd	1580	14	10	0.87
75	ROWLAND LN	FERNANDINA BEACH	From Clinch Dr to end of Road	275	4	6	0.06
76	RUSSELL RD	FERNANDINA BEACH	From Bonnie View Road to W Carter Ln	1430	16	16	1.05
77	S 10TH ST	FERNANDINA BEACH	Between Lime St & Olive St	1345	18	16	1.05
78	S 14TH ST	FERNANDINA BEACH	Between Atlantic and Amelia Island Pkwy (varies)	18620	14	14	11.97
79	S 15TH ST	FERNANDINA BEACH	From Lime St to Coastal Oaks Circle	2055	20	20	1.89
80	S 3RD ST	FERNANDINA BEACH	From Magnolia St to 1316 S 3rd St	205	10	10	0.09
81	S 4TH ST	FERNANDINA BEACH	From Lime St to end of Road	845	8	8	0.31
82	S 5TH ST	FERNANDINA BEACH	From Lime St to Novelty St & from Olive St to Pine Tr	845	8	8	0.31
83	S 6TH ST	FERNANDINA BEACH	From Lime St to Pine Tr	1775	8	8	0.65
84	SADLER RD	FERNANDINA BEACH	From S 8th St to S Fletcher	6725	5	5	1.54
85	SCOTT RD	FERNANDINA BEACH	From First Coast Hwy to Amelia Island Pkwy	3670	6	6	1.01
86	SCOTT RD BEACH ACCE	FERNANDINA BEACH	off Amelia Island Pkwy, just south of Scott Rd	570	8	8	0.21
87	SCRUB JAY LN	FERNANDINA BEACH	Between Diane Dr & Curnutte Dr	485	18	14	0.36
88	SIMMONS RD	FERNANDINA BEACH	From Amelia Rd to S Fletcher	6450	18	22	5.92
89	SUAREZ BLUFF RD	FERNANDINA BEACH	Between Manucy Rd & Forrest Dr	805	16	16	0.59
90	SUNSET RD	FERNANDINA BEACH	From Bailey Road to end	630	16	14	0.43
91	SUSAN DR	FERNANDINA BEACH	From Sadler Road to 100' South of Robin Hood	1580	14	14	1.02
92	SYCAMORE LN	FERNANDINA BEACH	From Bonnieview Road to Peters Rd	690	16	12	0.44
93	T J COURSON RD	FERNANDINA BEACH	From S 8th St to S 14th St	1260	20	16	1.04
94	WALDRON ST	FERNANDINA BEACH	From Lewis St to end of road	870	6	6	0.24
95	WAX WING LN	FERNANDINA BEACH	From Clinch Dr to Oak Dr	865	8	8	0.32
96	WILL HARDEE RD	FERNANDINA BEACH	From Sadler Rd to FB City Limits	4140	14	16	2.85
97	WOODROW DR	FERNANDINA BEACH	From 8th Street to S 14th St	895	21	24	0.92
98	WREN DR	FERNANDINA BEACH	From Clinch Dr to Oak Dr	905	8	10	0.37

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#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
				SUBTOTAL	189347		118.44

ATTACHMENT "C" ROAD LISTINGS

Amelia Island Parkway and High Pedestrian Traffic Roads							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
	ITEM #2						
	AMELIA ISLAND PKWY						
1	AMELIA ISLAND PKWY	FERNANDINA BEACH	From SR 200 to South Fletcher	17600	34	36	28.28
	ITEM #3						
	HIGH PEDESTRIAN TRAFFIC ROADS						
1	CHESTER RD	YULEE	From SR200 to end of pavement	20312	18	26	20.52
2	CHRISTIAN WAY	YULEE	Between SR200 & License Rd	1703	22	26	1.88
3	COURTNEY ISLES WAY	YULEE	Between Chester Rd & Gene Lasserre Blvd	2754	12	10	1.39
4	DAVID HALLMAN PKWY	YULEE	Between Chester Rd & SR200	3334	35	35	5.36
5	HERON ISLES PKWY	YULEE	Between Chester Rd & Blackrock Rd (w/medians)	6178	22	22	6.24
6	LICENSE RD	YULEE	From SR200 to end of road	611	18	22	0.56
7	MINER RD	YULEE	Between SR200 & Haddock Rd (Yulee)	13780	18	18	11.39
8	OLD DIXIE HWY	CALLAHAN	from US1 to Morgan Circle	2785	10	10	1.28
9	BAILEY-SIMMONS TRAIL	FERNANDINA BEACH	From S Fletcher to end of Bailey Rd	11615	5	5	2.67
10	WILLIAM BURGESS BLVD	YULEE	Between SR200 to US17	15460	54	22	26.97
			SUBTOTAL	96132			106.53

COUNTY ROADS NOT MOWED					
#	Street Name	Location	Directions	Length	Approx Acreage
1	**ACURA CT	FERNANDINA BEACH	North of Sterling Lane off Benz Place	N/A	
2	**ANCHORAGE PL	FERNANDINA BEACH	At the end of Eastwind Dr, off Will Hardee	N/A	
3	**ASHLEY CT	FERNANDINA BEACH	Off Park Square Place in Egans Bluff	N/A	
4	**BERKLEY CT	FERNANDINA BEACH	Simmons rd to Park Square pl to Berkley ct	N/A	
5	**BIG PINE DR	FERNANDINA BEACH	Off of North Lakeside Drive, Off of Egans Bluff rd	N/A	
6	**BLUE HERON CT	FERNANDINA BEACH	Off Citrona, North of Marlin Ct	N/A	
7	**BLUE HERON LN	FERNANDINA BEACH	Off Citrona, North of marlin Ct	N/A	
8	**BREAKERS CT	FERNANDINA BEACH	Off of Eastwind dr to Breakers dr, to Ct, off W. Harde	N/A	
9	**BREAKERS DR	FERNANDINA BEACH	Off of Eastwind dr, Off Will hardee	N/A	
10	**BRITTANY CT	FERNANDINA BEACH	Off of Park Square Pl, Off of Simmons rd	N/A	
11	**CASHEN WOOD DR	FERNANDINA BEACH	Off of Bonnieview Rd, Off of Clinch	N/A	
12	**CIERA LN	FERNANDINA BEACH	Off of Will Hardee Rd, East of Reatta Ln	N/A	
13	**CUMBERLAND CT	FERNANDINA BEACH	Off of Citrona Dr, South of Jekyll Ct	N/A	
14	**DELOREAN ST	FERNANDINA BEACH	Will Hardee to Reatta Ln to Delorean St	N/A	
15	**DONNIE LN	FERNANDINA BEACH	From Clinch Dr to end of road	N/A	
16	**EASTWIND DR	FERNANDINA BEACH	In Ocean Reach, east of Will Hardee	N/A	
17	**EGANS BLUFF RD	FERNANDINA BEACH	Off Simmons Rd, across from Will Hardee(end of)	N/A	
18	**EGRET LN	FERNANDINA BEACH	Off Citrona, north of Park Ave	N/A	
19	**GOLDEN ISLE CT	FERNANDINA BEACH	Off Citrona Dr, north of Sapelo Court	N/A	
20	**HICKORY NUT CT	FERNANDINA BEACH	West of First Coast Hwy, off Florence Point Dr	N/A	
21	**SLESWORTH DR	FERNANDINA BEACH	East off S. 14th St, south of Robin Hood Dr	N/A	
22	**JEKYLL CT	FERNANDINA BEACH	North of Sadler & South of Park Ave off of Citrona	N/A	
23	**LAKESIDE DR E	FERNANDINA BEACH	Simmons Rd west of 1st Ave in Egans Bluff	N/A	
24	**LAKESIDE DR N	FERNANDINA BEACH	Simmons Rd west of 1st Ave in Egans Bluff	N/A	
25	**MARIAN DR	FERNANDINA BEACH	Off Buccaneer Tr, just south of Amella River Golf Club	N/A	
26	**MARSH VIEW LN	FERNANDINA BEACH	1st Coast Hwy, N of Julia, turn west on Florence Point	N/A	
27	**MONTEGO BAY	FERNANDINA BEACH	Off S. 14th Street	N/A	
28	**NEPTUNE CT	FERNANDINA BEACH	w off Citrona, between S Pike-S Snapper	N/A	
29	**OAK BLUFF CT	FERNANDINA BEACH	off Citrona Drive	N/A	
30	**OAK DR	FERNANDINA BEACH	off Citrona Drive	N/A	
31	**OAK RIDGE DR	FERNANDINA BEACH	off Citrona Drive	N/A	
32	**OAK RIDGE PL	FERNANDINA BEACH	Off Blue Heron Ln	N/A	
33	**OCEAN FOREST DR	FERNANDINA BEACH	off Ocean Forest Lane, off Scott Road	N/A	
34	**OCEAN FOREST LN	FERNANDINA BEACH	off Scott Road off First Coast Hwy	N/A	
35	**OCEAN REACH LN	FERNANDINA BEACH	off Will Hardee Road off Simmons Road	N/A	
36	**ORCA CT	FERNANDINA BEACH	off Citrona Drive south of Lime Street	N/A	
37	**PALMETTO TR	FERNANDINA BEACH	off Otter Run Drive off Pine Grove Rd	N/A	
38	**PARK SQUARE PL	FERNANDINA BEACH	off Simmons Rd, Egans Bluff Sub	N/A	
39	**PARK SQUARE PL E	FERNANDINA BEACH	end off Park Square Place	N/A	
40	**PELICAN LN	FERNANDINA BEACH	off Clinch Drive north of Bonnie View Rd	N/A	

41	**RIDGE CT	FERNANDINA BEACH	off North Ridge Ln off Citrona Dr	N/A
42	**RIDGWOOD DR	FERNANDINA BEACH	off of Big Pine Dr	N/A
43	**SAPELO CT	FERNANDINA BEACH	From Citrona Drive to end of road	N/A
44	**SEA ISLAND CT	FERNANDINA BEACH	From Citrona Dr to end	N/A
45	**SEA WINDS DR	FERNANDINA BEACH	Loop Rd off Clinch Dr	N/A
46	**TALBOT CT	FERNANDINA BEACH	From Citrona Dr to end	N/A
47	**BOARDWALK LDG	FERNANDINA BEACH	Off of Arrigo Blvd, North of Waterway Cr	N/A
48	**CAYMAN CIR	FERNANDINA BEACH	Circle road off of Parliament Dr	N/A
49	**CRANE DR	FERNANDINA BEACH	From Piney Island Dr to end of road	N/A
50	**FIDDLER DR	FERNANDINA BEACH	In Piney Island, off SR200, 1st road to left	N/A
51	**LITTLE PINEY ISLAND C	FERNANDINA BEACH	A1A, to Piney Island Dr to Rd off backside of the circle	N/A
52	**LITTLE PINEY ISLAND P	FERNANDINA BEACH	A1A, to Piney Island Dr to Rd on backside of circle	N/A
53	**MAPLE CT	FERNANDINA BEACH	SR200 to Pine Grove(S), just past CR107 to Outter Run	N/A
48	MARLIN CT	FERNANDINA BEACH	From Citrona Dr to end of the road	N/A
54	**NASSAU LAKES CIR	FERNANDINA BEACH	off Parliament Dr in Nassauville	N/A
55	**BRANCH CREEK DR	YULEE	Off of Roses Bluff Rd, West of Raddin rd	N/A
56	**BROOKWOOD DR	YULEE	Off of Deerwood Dr, off Long Leaf, in Timberridge	N/A
57	**CARPENTER RIDGE CT	YULEE	Arnold ridge to Castle Ridge dr to Carpenter Rdg	N/A
58	**CARTESIAN POINTE DR	YULEE	Off of William Burgess Blvd, West of Harts rd	N/A
59	**CASTLE RIDGE DR	YULEE	Off of Arnold Ridge Dr , Off Chester rd	N/A
60	**CHIMNEY RIDGE CT	YULEE	Off of Castle Ridge Dr, In Arnold Ridge	N/A
61	**CITIZENS CIR	YULEE	Off of Veterans Way, near Court House,	N/A
62	**COBBLESTONE DR	YULEE	Off of Timber Creek Blvd, South of Andara Dr	N/A
63	**CREEKSIDE DR	YULEE	Off Roses Bluff in Creekside Sub (Phase II Courty)	N/A
64	**CREEKWOOD DR	YULEE	Off of Riverwood dr, Down meadowfield Bluff	N/A
65	**CURIOSITY AVE	YULEE	Off of Wildlight Ave, at the school in Wildlight	N/A
66	**DEERWOOD DR	YULEE	Off of Long Leaf Loop, East of harley Ct	N/A
67	**DUCKWOOD TR	YULEE	In Timercreek, off Timbercreek Blvd.	N/A
68	**EVERGREEN PL	YULEE	Off Miner Rd, in Hickory Village	N/A
69	**FIELDSTONE DR	YULEE	In Meadowfield Bluff off Riverwood Dr	N/A
70	**FLORIDA AV	YULEE	off Pages Dairy east of HWY 17	N/A
71	**GRAHAM CT	YULEE	north of Pages Dairy off Worhington Dr	N/A
72	**GRANT PL	YULEE	In Laftan Oaks, off St.Thomas, south of SR200	N/A
73	**GRAVEL CREEK DR	YULEE	off Blackrock Road in Lanteford Sub	N/A
74	**KNOTTED OAK WAY	YULEE	In Sand Hickory, off Red Holly then to Maple Leaf	N/A
75	**LONG POND LOOP	YULEE	Hwy 17 to William Burgess(W) to Cartesian Pointe	N/A
76	**MAPLE LEAF PL	YULEE	Miner Rd, S of A1A, to Sand Hickory, to Red Holly left on road	N/A
77	**MEADOWBROOK LN	YULEE	Runs between Riverwood&Meadowwood in Meadowfield Bluff S	N/A
78	**NICKO LN	YULEE	Off William Burgess	N/A
79	**SAIL WIND WAY	YULEE	Runs between Gravel Creek & Dawling	N/A
80	**TURNBERRY CT	YULEE	In Timber Creek Sub	N/A
81	**WILDLIGHT AVE	YULEE	From Dog Trot St, to just past Curiosity Ave in Wildlight	N/A

82	**BUCKHEAD TR	BRYCEVILLE	Off of Ford rd, Just West of Duval Line	N/A	
83	**DEER RUN TR	BRYCEVILLE	Off of Buckhead Tr, West of White Tail Ct	N/A	
84	**FAWNWOOD CT	BRYCEVILLE	Off Buckhead Trail, north off Ford Rd @ county line	N/A	
85	**TROPHY TR	BRYCEVILLE	off Deer Run Trail in Buckhead Trail Sub	N/A	
86	**WHITE TAIL CT	BRYCEVILLE	off Buckhead Tr, in Buckhead Trail Sub	N/A	
87	**BEAR RUN RD	CALLAHAN	From Bismark Rd to end of road	N/A	
88	**CATIES WAY	CALLAHAN	Off of Hurst rd, Off of Ratliff rd	N/A	
89	**CUB CT	CALLAHAN	Off of Bear Run Rd, North of Fox Squirrel Dr	N/A	
90	**DEER RUN RD	CALLAHAN	Off of Spring Lake Dr, West of Yellow Jacket Dr	N/A	
91	**DOGWOOD CT	CALLAHAN	Off of Spring Lake Dr, South of Deer Run Rd	N/A	
92	**FAWN CT	CALLAHAN	In Spring Lake, off Deer Run Rd	N/A	
93	**FOX SQUIRREL DR	CALLAHAN	Spring Lakes Sub, off Spring Lake Dr	N/A	
94	**HIVE LN	CALLAHAN	Spring Lake Dr, to Yellow Jacket left to road	N/A	
95	**LITTLE BROOK DR	CALLAHAN	Lem Turner (N of OgliveRd) to Spring Lake Dr, to Road	N/A	
96	**SPLIT OAK DR	CALLAHAN	From Perret Plantation Rd to end of road	N/A	
97	**SPRING LAKE DR	CALLAHAN	off Lem Turner Road, goes to Bear Run Rd	N/A	
98	**WETLAND WAY	CALLAHAN	inside Spring Lake Estates	N/A	
99	**YELLOW JACKET DR	CALLAHAN	off Spring Lake Drive off Lem Turner Rd	N/A	
100	**CURIOSITY AVE	YULEE	From Wildlight Ave to end	N/A	
101	**WILDLIGHT AVENUE	YULEE	From SR200 to 135 ft past Curiosity Ave	N/A	

Exhibit 'C'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2023

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED FREEDOM LANDSCAPE & LAWN MAINTENANCE INC 7232 Smyrna St Jacksonville, FL 32208	INSURER A : Next Insurance US Company 16285	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 196945186 **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTXRJXQWC-00-GL	12/14/2022	12/14/2023	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COM/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXTXRJXQWC-00-GL	12/14/2022	12/14/2023	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is Nassau County Board of County Commissioners. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

Nassau County Board of County Commissioners 96135 Nassau Pl Ste 2 Yulee, FL 32097	LIVE CERTIFICATE <p>Click or scan to view</p>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/24/2023

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.

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No., Ext): (855) 222-5919		FAX (A/C, No.):
	E-MAIL ADDRESS: support@nextinsurance.com		
PRODUCER CUSTOMER ID:			
INSURED FREEDOM LANDSCAPE & LAWN MAINTENANCE INC 7232 Smyrna St Jacksonville, FL 32208	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 196945186 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
X	INLAND MARINE	TYPE OF POLICY			X EQUIPMENT	\$ 5,000.00
	CAUSES OF LOSS	Contractors Equipment			X MISC TOOLS	\$ 1,000.00
A	NAMED PERILS	POLICY NUMBER	12/14/2022	12/14/2023	X BORROWED TOOLS	\$ 5,000.00
X	OPEN PERILS	NXTJLFYYHR-00-IM				\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Pl Ste 2 Yulee, FL 32097	LIVE CERTIFICATE  Click or scan to view	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NATIONAL INSURANCE SOLUTIONS INC. 4475 US HWY 1 S UNIT # 301 ST. AUGUSTINE FL 32086 INSURED FREEDOM LANDSCAPE & LAWN MAINTENANCE INC. 7232 Smyrna St Jacksonville FL 32208	CONTACT NAME: Caridad Rutz PHONE (A/C, No, Ext): 754-707-2605 FAX (A/C, No): E-MAIL ADDRESS: cruz@nationalrms.agency INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Ascendant Commercial Ins. Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC OTHERS					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPLETION \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS IRV'G AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EMPLOYEE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 75467.2	3/23/2022	3/23/2023	PER STATE OF FR \$ 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)

CERTIFICATE HOLDER Nassau County Board of County Commissioners 95135 Nassau Pl 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
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