

**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 **North Florida Lawn Maintenance, Inc.**, located at P.O. Box 910, Callahan, Florida, 32011, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for the Amelia Island Mowing Services on February 16, 2023 at 10:00 a.m.; and said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County awarded a contract to the lowest bidder for the services required but subsequent to that award the County has had to terminate the contract with the lowest bidder; and

WHEREAS, the second lowest bidder has indicated that they are unable to provide the requested services required under this Contract: and

WHEREAS, the County has determined that the Vendor is the next lowest bidder who is also a responsive and responsible bidder; and

WHEREAS, the Vendor has indicated that Vendor can provide the services required under this Contract as described in Exhibit “A” and that Vendor has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, all terms and conditions of the County’s ITB, numbered NC23-012-ITB, 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 and Price Sheet is attached hereto as Exhibit “B” 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** COUNTY’S INVITATION TO BID NC23-012-ITB, (“ITB”), AS MODIFIED BY ADDENDA;
- Exhibit B** VENDOR’S RESPONSE AND PRICE SHEET; AND
- Exhibit C** INSURANCE REQUIREMENTS.

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

3.1 The Vendor shall provide the goods and/or services further described in the *County’s ITB*, a copy of which is attached hereto and incorporated herein as Exhibit “A”. 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 goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s ITB* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed Six Hundred Eighty-Three Thousand and 00/100 (\$683,000.00) for the services referenced in Exhibits “A” and “B”. No payment shall be made for goods and/or services without a proper County work authorization or

purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee at jkirkland@nassaucountyfl.com 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 goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services 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. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services 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 goods and/or services 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 goods and/or services 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. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on September 30, 2024. The term of this Contract may be extended in one (1) year increments, for up to one (1) additional year, 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 8 hereinbelow.

6.2 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 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "B"; 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 8. Funding.

8.1 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 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or 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 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided 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.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or 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.

10.3 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 11. Governing Law, Venue and Compliance with Laws.

11.1 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.

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

SECTION 12. Change Orders.

12.1 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 13. Modifications.

13.1 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 14. Assignment and Subcontracting.

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

14.2 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 as a result thereof. 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.

14.3 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 15. Severability.

15.1 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 16. Termination for Default.

16.1 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.

16.2 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 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 17. Termination for Convenience.

17.1 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 goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. 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 18. Force Majeure.

18.1 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.

18.2 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 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 goods and/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 goods and/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 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work 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 20. Public Emergencies.

20.1 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 goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may 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 provide the goods and/or 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 provide goods and/or services for others; (b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

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 is 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 the goods and/or 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 provide goods and/or services.

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 goods and/or services 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.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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: Public Works Director
45195 Musslewhite Road

Callahan, Florida 32011

Vendor: North Florida Lawn Maintenance, Inc.

Attn: Emily Bailey, Vice President

P.O. Box 910

Callahan, Florida 32011

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 on 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 and/or services 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.

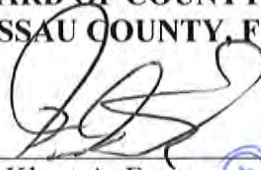
Contract No.: CM3493


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 the goods and/or services provided prior to the termination date.

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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: September 25, 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

**NORTH FLORIDA LAWN
MAINTENANCE, INC.**

Emily Bailey
By: Emily Bailey
Its: Vice President
Date: 9/7/2023

EXHIBIT "A"
 COUNTY'S INVITATION TO BID



INVITATION TO BID

**NASSAU COUNTY BOARD OF COUNTY
 COMMISSIONERS**

Solicitation Title: Amelia Island Mowing Services	Issue Date: December 22, 2022
Solicitation Number: NC23-012-ITB	Project/Contract Duration: Two (2) year from contract effective date
Requesting Department: Road Department	Procurement Contact: Thomas O'Brien tobrien@nassaucountyfl.com
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Bid Due Date and Opening Date/Time: February 1, 2023 @ 10:00 AM	
Pre-Bid Date/Time: N/A	Deadline for Questions: January 25, 2023 @ 4:00 PM
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent:		
Business Address:		
Phone Number:	Email:	FL License Number:
Authorized Signature:		Date:
Printed Name of Signer:		Title:

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

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SECTION A. INTRODUCTION AND GENERAL INFORMATION

A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide Mowing Services to locations identified in Attachment "J" of this bid.

The successful firm(s) shall be a "Regular Distributer. A "Regular Distributer" shall be defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

A2. Term of Contract:

The initial term resulting from this solicitation shall be for a two (2) year period from the contract's effective date.

Option to Renew for two (2) Additional Years with Price Adjustment

Nassau County shall have the option to renew this contract for an additional two (2) years on a year- to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the applicable pricing index.

During the contract term, the Vendor may request an increase. Vendor's request for increase must be submitted at least thirty (30) calendar days prior to the effective date of the proposed increase to be considered. In any event, the term increase shall not exceed the then current Consumer Price Index (CPI) in effect at time of request. The Consumer Price Index shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor

Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County. The County will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the County reserves the right to extend the contract term for a period of up to 180 days.

SECTION B. INSTRUCTIONS TO BIDDERS

- B1. Bidders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B3. The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4. Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which she/he makes an entry. Offers

submitted on any other format may be disqualified.

- B5.** All bids must be submitted electronically via the County's electronic bidding platform (PlanetBids), accessible via the County's website.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of ninety (90) days after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Signature should be by an authorized person that can legally bind the company to this engagement.

- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.
- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program (www.e-verify.gov). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S.448.095. By submitting a Bid to this solicitation, Bidder acknowledges and agrees that:
- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
 - (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
 - (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
 - (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
 - (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- B15. Bid Check List:** Bidders are cautioned to please check their Bid very carefully, using the following check list of forms to be submitted:
- _____ Bid cover page signed
 - _____ Bid Price Sheet
 - _____ Addendum Acknowledgement
 - _____ Public Entity Crimes Sworn Statement
 - _____ Experience of Bidder
 - _____ Drug Free Workplace

_____ Current proof of insurance

- B16.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.**

Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto

- B17.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform – prior to submitting a bid – to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

SECTION C. GENERAL PROVISIONS

- C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- C2. Receiving/Payment/Invoicing:** Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.
- C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:
- (a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting
- C6. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.
- C7. Public Records Requirement:** 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, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:
- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or
as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of
the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (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. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- C8. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORYTWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.
- C9. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.
- C10. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

SECTION D. SPECIAL PROVISIONS

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation. If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Bid" prior to the bid opening.

SECTION E. AWARD OR REJECTION OF BIDS

E1. METHOD OF AWARD: TO A SINGLE VENDOR OR MULTIPLE VENDORS:

Award of this contract may be made to a single responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price in the aggregate. Vendor may bid on any one or all of the bid items. If a vendor fails to submit an offer on all items, the County reserves the right to award to multiple vendors on an item by item basis.

E2. The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.

E3. Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:

- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
- (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
- (c) Any material misrepresentation,
- (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
- (e) Violations of the Cone of Silence as provided for herein,
- (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
- (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

E4. The County will provide a contract for the successful Bidder's execution.

E5. The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.

E6. Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

**** The remainder of this page is intentionally left blank****

SECTION F. 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

- 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,

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 "A"
PRICE BY CUTS**

AREA	SINGLE CUT	6 CUTS PER YR	8 CUTS PER YR	16 CUTS PER YER	SPECIAL 40 CUTS YEAR FOR AMELIA ISLAND PKWY
AMELIA ISLAND					
AMELIA ISLAND PARKWAY					
HIGH PEDESTRIAN AREAS					
TOTAL					

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)

(Above name printed or typed)

Company: _____

Address: _____

City, State, Zip: _____

Phone #: _____

E-mail: _____

**ATTACHMENT "B" BID PRICE SHEET
BY APPROXIMATE TOTAL ACRES**

ITEM DESCRIPTION	APPROX ACRES	TOTAL COST
1. AMELIA ISLAND ROADS	118.44	
2. AMELI ISLAND PARKWAY	28.8	
3. HIGH PEDESTRIAN TRAFFIC ROADS	106.3	

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)

(Above name printed or typed)

Company: _____ Address: _____ City,

State, Zip: _____ Phone #: _____

E-mail: _____

ATTACHMENT "C" ROAD LISTINGS ITEM #1

Amelia Island Roads							
	ITEM #1						
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
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 Phillips 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	PHILLIPS 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 Acreage
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 Bonnevlew 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

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acerage
<i>SUBTOTAL</i>				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 Acentage
	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 & Blackrack 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, offW. 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	**ISLESWORTH 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 Amelia 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	**RIDGEWOOD 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	**HIDDLER 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 Outer 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 Andora Dr	N/A	
63	**CREEKSIDE DR	YULEE	Off Roses Bluff in Creekside Sub (Phase II County)	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 Worthington Dr	N/A	
72	**GRANT PL	YULEE	In Lofton Oaks, off St.Thomas, south of SR200	N/A	
73	**GRAVEL CREEK DR	YULEE	off Blackrock Road in Lonceford 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	**MEADOWBROCK LN	YULEE	Runs between Riverwood&Meadowwood in Meadowfield Bluff Su	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 Ralliff 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	

ATTACHMENT "D"
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC23-012-ITB	Addendum # ____ through # ____ Date:
Signature of Person Completing:	
Printed Name:	Title:

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT "E"
EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the responsive and responsible bidder, meeting the required specifications.

1. FIRM NAME: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Email: _____
 Name of primary contact responsible for work performance: _____
 Phone: _____ Cell Phone: _____
 Email: _____

2. INSURANCE:
 Surety Company: _____
 Agent Company: _____
 Agent Contact: _____
 Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. EXPERIENCE:
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub vendors you may use: _____
 Has your firm: Failed to complete a contract: Yes ___ No ___
 Been involved in bankruptcy or reorganization:
 _____ Yes ___
 _____ No ___
 Pending judgment claims or suits against firm: Yes ___ No ___

4. PERSONNEL
 How many employees does your company employ:
 Management _____ Full time _____ Part time _____

ATTACHMENT "F"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

**ATTACHMENT "G"
DRUG FREE WORKPLACE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or bid, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Sign

State of: _____

County of: _____

The preceding was sworn to (or affirmed) and subscribed before me by means of _____
_____ physical presence or _____ online notarization, this _____ day of _____, 20____
_____ by _____
_____ who is _____ personally known to me or _____ produced _____
as identification.

Notary Public

My commission expires: _____

ATTACHMENT "I" INSURANCE

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 96135 Nassau Place, Suite 6
 Yulee, Florida 32097

John Martin
 Aaron C. Bell
 Jeff Gray
 Thomas R. Ford
 Klynt Farmer

NC23-012-ITB
 Dist. No. 1 Fernandina Beach
 Dist. No. 2 Amelia Island
 Dist. No. 3 Yulee
 Dist. No. 4 Bryceville/Hilliard
 Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
 Ex-Officio Clerk

DENISE MAY
 County Attorney

TACO E. POPE, AICP
 County Manager

ATTACHMENT "H" E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

**ATTACHMENT "J"
STATEMENT OF "NO BID"**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of bids to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite456, Yulee, FL 32097 or by uploading to PlanetBids.

We have declined to respond for the following reason(s):

- _____ Specifications are too restrictive (please explain below)
- _____ Insufficient time to respond to the solicitation
- _____ We do not offer this product/service or
- _____ equivalent Our schedule would not permit us to
- _____ perform Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (please explain
- _____ below) Other (please specify below)

Remarks: _____

We understand that if the "No Bid" letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

ATTACHMENT "K"
SPECIFIC CONTRACT TERMS AND CONDITIONS

1. **Fund Availability.** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.
2. **Governing Laws/Venue:** Any contractual arrangement between Nassau County and the proposer shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.
3. **Conflict of Interest.** All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Nassau County. Further, all proposers must disclose the name of any Nassau County officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries or partnerships.
4. **Public Entities Crimes.** A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes. "Public Entity Crimes Sworn Statement, Attachment "E", must be submitted with your bid/proposal.
5. **Retention of Records.** All records in any manner whatsoever assigned to the project, or any designated portions thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the record of expenses incurred by the proposing firm in its performance under said contract. The selected firm shall maintain and protect those records for no less than five (5) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.
6. **Access and Audits.** The selected Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of the agreement. 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.

7. The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by the County in order to perform the service.
 - b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, 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;
 - d. Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If a Contractor does not comply with a public records request, the County shall enforce the contract provision in accordance with the contract.

[Remainder of the page is intentionally blank.]

CONTRACT FOR *** SERVICES**

THIS CONTRACT entered into on _____, 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 _____, located at _____, hereinafter referred to as the "Vendor".

WHEREAS, the County received _____ for concrete grinding services, on _____ at _____; and

WHEREAS, the Director of Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's Response 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 *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "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.

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

Initials: _____

Initials: _____

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.

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 and Liens

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 will 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 should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to 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 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, 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 must 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 Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must 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, will defend the County against such claims.

The Vendor agrees to 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 F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor 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 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, Fraud or Willful Misconduct

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. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

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

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, records, etc.

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.

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 paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, 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 the cause that creates 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 paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will 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 paragraph, 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 (with out 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 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 *Technical Specifications/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 on September 30, 2022. The performance period of this

Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the 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 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

Initials: _____

Initials: _____

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

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

SECTION 24. E-Verify System

The Vendor 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 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 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.

The Vendor further agrees to 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 must 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.

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 F.S. 448.095(2)(c), 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 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) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 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

(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.

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

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Initials: _____

Initials: _____

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____
Its: _____
Date: _____

DRAFT

Initials: _____

Initials: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Invitation to Bid Number NC23-012
Amelia Island Mowing Services
DATE: January 9, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers:

1. Would it be possible to receive a copy of the bid tabulation for the last time this project was open for bidding?

Answer: Please see the attached tabulation.

The bid due date and opening remains: February 1, 2023 at 10:00 AM EST

Attachments: NC21-015-ITB Bid Tabulation

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

Tabulation Sheet

Agency Name Nassau County - Board of County Commissioners

Bid Number ITB-NC21-015-0-2021/JBS

Bid Name NC21-015 / County-wide Mowing Contract

Bid Due Date 05/20/2021 10:00:00 Eastern

Bid Opening Closed

5 responses found.

Company		Bid Amount	All Bid Amount
Complete			
1 .	BrightVlew Landscape Services Inc.	\$214244.00	0.0000
2 .	Eagle Lawn Care of NE Florida, Inc	\$170042.98	0.0000
3 .	North Florida Lawn Maintenance, Inc.	\$680560.40	0.0000
4 .	Southland Specialities Inc.	\$151594.00	0.0000
5 .	Trim All Lawn Service, Inc.	\$0.00	0.0000



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #2
Invitation to Bid Number NC23-012
Amelia Island Mowing Services
DATE: January 13, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers:

1. Do you by chance a budget for this bid? If so what's the Range?

Answer: The budget is approximately \$140,000.00 to \$150,000.00 for this project.

The bid due date and opening remains: February 1, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #2



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #3
Invitation to Bid Number NC23-012
Amelia Island Mowing Services
DATE: January 27, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The bid due date and opening has been rescheduled to: February 8, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #3



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed, and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #5
Invitation to Bid Number NC23-012
Amelia Island Mowing Services
DATE: February 8, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers:

1. Can you specify what is being asked on page 13 Attachment "B" Bid Price Sheet Total Cost with respect to Section B Page 10, "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." Are you asking for a price per acre on each line item of page 13 for a single cut (Amelia Island Roads, Amelia Island Parkway, High Pedestrian Traffic Roads)?

Answer: No pricing is requested for Attachment "B". The County has revised Attachment "B" to show acreage total only and included it with this addendum.

2. Is the budget allotted for one year or two years?

Answer: The Budget is for one (1) year.

3. Do you have a map outlining the specific land needing service or can a tour be scheduled for verification?

Answer: The County does not have a map outlining the area. The County will not conduct tours or pre-bid walkthroughs.

4. Please reference pages 13 and 18 of bid. Item #2 - Amelia Island Pkwy = 28.28 acres. Item #3 - High Pedestrian Traffic Roads = 78.26 acres, not 106.53. These are separate items on the Attachment "B" Bid Price Sheet. This indicates they have to be bid separately. It appears the acreage for these items (#2 and #3) were combined in error. Please clarify.

Answer: No pricing is requested for Attachment "B". The County has revised Attachment "B" to show acreage total only and included it with this addendum.

5. Please reference Attachment "A" Price By Cuts. - What price goes in this box? Please clarify if you are asking for a TOTAL (total price of all cuts) of what 6 cuts (and 8 and 16) would cost if mowed 6, 8 or 16 times OR if you want to know what a single cut (put single cut price in all boxes) if we cut it 6, 8, or 16 times? Are all the boxes a SINGLE cut price (no totals) or do you want the total of what 6, 8, or 16 cuts would cost. The reason we ask is because some companies may charge less for EACH CUT if they cut it more often and charge more EACH CUT (because its more work) if they cut it less often.

Answer: No pricing is requested for Attachment "B". The County has revised Attachment "B" to show acreage total only and included it with this addendum.

Additional Scope:

The County has added the scope for maintenance services of Amelia Island Concourse to this bid.

Attachments:

1. Scope of Services for Amelia Island Concourse
2. Revised Attachment "A" – Bid Price Sheet
3. Revised Attachment "B" - Total Acreages for County Mowed Roads
4. List of County Mowed Roads – ATTACHMENT C-1, C-2, AND C-3.
5. Attachment "C-4" List of County Roads **Not** Mowed

The bid due date and opening rescheduled to: February 16, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #5

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

PART I. Amelia Concourse Landscape Maintenance Scope of Services.

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

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

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

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

1.3 EDGING: The Contractor shall edge plant beds, walkways, along fence lines roadway edges and all asphalt and hard surfaces by mechanical means every visit. Clippings shall either be vacuumed or blown off walks, roads and curbs,

and material shall be removed and disposed of properly but never placed into retention ponds or down storm water drain systems.

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

PART 2: SHRUB, GROUNDCOVER, AND BED MAINTENANCE

- 2.1 **PRUNING:** Plants and shrubs shall be pruned by the Contractor at the best time for flower bud development, foliage growth and as the health of the plant may require. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design; they will be pruned in accordance with the intended function of the plant in its present location, and as often as needed to maintain health and appearance. Pruning is an art that must be performed under the supervision of a highly trained foreman. The Contract shall remove non-hedge growth from hedges and shrubs, such as Spanish moss, vines and grasses. Prune plants in keeping with natural character of plants. Do not uniformly shear plants. The following pruning techniques are not allowed on trees or shrubs: topping, lion tailing, hat racking or heading. Use reduction cuts if height of plant is a concern. Pruning should be done to improve tree/shrub health, reduce risk of failure, control growth or enhance flowering. UF/IFAS Pruning Landscape Trees and Shrubs: <http://edis.ifas.ufl.edu/MG087>
- 2.2 **ANNUALS:** The annuals in the planting beds shall be replaced 4 times a year as needed during seasonal changes.
- 2.3 **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule. A soil test should be taken to determine fertilization needs and soil pH. Unless soil test indicates other needs use a phosphorus amounts at 1-2 %. Nitrogen/potassium ratios should be 1:1 to 2:1. Apply minimal amount to achieve the desired effect. Established trees (more than three to five years since transplanting) do not need routine fertilization especially when located within turfgrass landscapes. To minimize leaching losses, broadcast N and K₂O in small increments throughout the growing season about 12 weeks (March, June, and September-October). Read and follow all directions on the fertilizer label. Standard fertilizer recommendations: <http://edis.ifas.ufl.edu/CN011>
- 2.4 **INSECTS AND DISEASE CONTROL FOR PLANTS:** The Contractor is responsible for the treatment of insects and disease. The appropriate fungicide or insecticide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Inspect (scout and monitor) plants weekly. Chemical applications will be administered on an as needed basis. Proper IPM (Integrated Pest Management) procedures should be followed: identify key pest on key plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods should also be employed.
- 2.5 **WEED CONTROL IN PLANTS BEDS:**
- a. The Contractor shall inspect and weed plant beds weekly for any weeds and errant grasses.
 - b. Control weeds with use of herbicides, pre-emergent, and preferably, by proper manual removal of weeds and their root systems.
 - c. Remove noxious weeds common to the area from planting areas by mechanical or chemical means and dispose of properly. Do not leave uprooted weeds in beds or along landscape.
 - d. Apply herbicide in accordance with manufacturers published instructions.

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

PART 3: LITTER REMOVAL

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

PART 4: IRRIGATION SYSTEM

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

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

PART 5: SAFETY

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

PART 6: MONTHLY MAINTENANCE SERVICE REPORTS

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

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

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

REFERENCES:

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

(End of Technical Specification/Scope of Work)

ATTACHMENT "A"
REVISED
BID SHEET

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

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 _____ (printed or typed)
 Company Name: _____
 Address _____
 City, State, Zip _____
 Phone Number _____ Email Address _____

REVISED
ATTACHMENT "B"
APPROXIMATE TOTAL ACRES OF COUNTY MOWED ROADS

AMELIA ISLAND MOWING SERVICES
BID NUMBER NC23-012

ITEM DESCRIPTION	APPROX ACRES
1. AMELIA ISLAND ROADS	117.25
2. AMELI ISLAND PARKWAY	28.8
3. HIGH PEDESTRIAN TRAFFIC ROADS	78.25

ATTACHMENT "C"

Ameila Island Mowing - Item 1							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
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
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

ATTACHMENT "C"

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
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 Egans Creek	6330	18	12	4.36
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
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

ATTACHMENT "C"

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Agerage
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	Fram 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
TOTAL FOR AMELIA ISLAND ROADS				187622			117.25

ATTACHMENT "C-1"

Amelia Island Parkway - Item 2							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acentage
1	AMELIA ISLAND PKWY	FERNANDINA BEACH	From SR 200 to South Fletcher	17600	34	36	28.28
TOTAL FOR AMELIA ISLAND PARKWAY				17600			28.28

ATTACHMENT C-2

High Pedestrian Traffic Roads - Item 3							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	CHESTER RD	YULEE	From SR200 to end of pavement	20312	18	26	20.52
2	CHRISTIAN WAY	YULEE	Between SR200 & Licensa 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
TOTAL FOR HIGH PEDESTRIAN ROADS				78532			78.25

ATTACHMENT "C-3"

THIS IS A LIST OF COUNTY ROADS NOT MOWED (FOR INFORMATIONAL PURPOSES ONLY)					
#	Street Name	Location	Directions	Length	Approx Acentage
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, offW. 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	**ISLESWORTH 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 Amelia 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	

ATTACHMENT "C-3"

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	**RIDGEWOOD 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 Ct	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 Otter 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 Andora Dr	N/A
63	**CREEKSIDE DR	YULEE	Off Roses Bluff in Creekside Sub (Phase II County)	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

ATTACHMENT "C-3"

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 Worthington Dr	N/A	
72	**GRANT PL	YULEE	In Lofton Oaks, off St.Thomas, south of SR200	N/A	
73	**GRAVEL CREEK DR	YULEE	off Blackrock Road in Lanceford 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 & Dowling	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 Fard 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 Fard 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	



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #6
Invitation to Bid Number NC23-012
Amelia Island Mowing Services
DATE: February 10, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The document that was inadvertently excluded from the bid document is attached.

Attachment:

1. Landscape and Irrigation plans, including the storm water pond locations as numbered

The bid due date and opening remains: February 16, 2023 at 10:00 AM EST

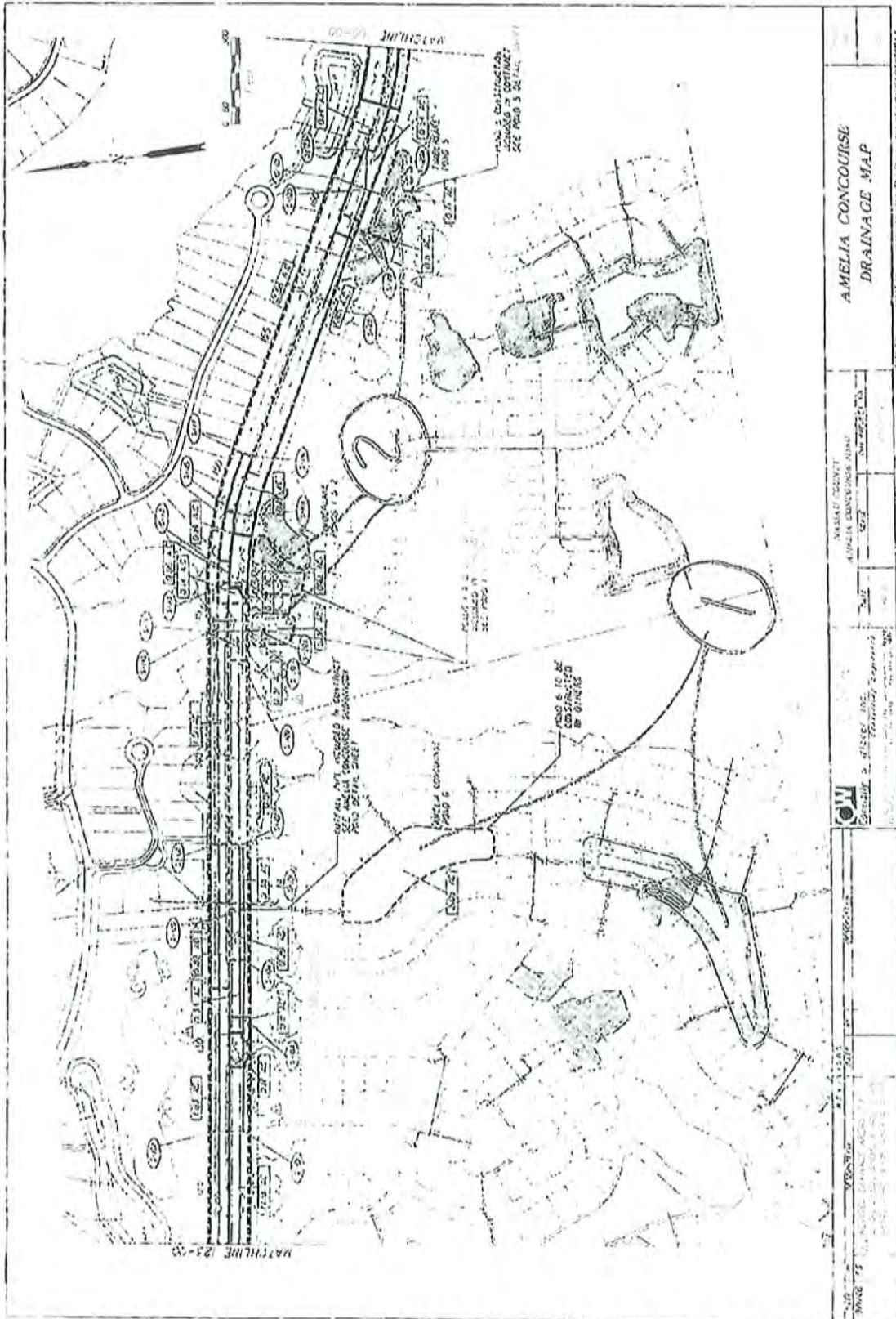
ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #6

EXHIBIT "5"





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 Procurement Department
 96135 Nassau Place, Suite 2
 Yulee, Florida 32097
 Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #7
 Invitation to Bid Number NC23-012
 Amelia Island Mowing Services
DATE: February 13, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Additional Information:

The locations of the irrigation clocks are as follows:

- 96017 Piedmont Drive
- 95702 Amelia Concourse
- 95730 Amelia Concourse
- 95474 Amelia Concourse
- 95307 Amelia Concourse
- 96001 Lofton Square Court
- 96269 Ridgewood Circle
- 95012 Timberlake Drive
- 85011 Floridian Drive

Images of each are attached, along with Irrigation Plans showing Zones.

The bid due date and opening remains: February 16, 2023 at 10:00 AM EST


ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

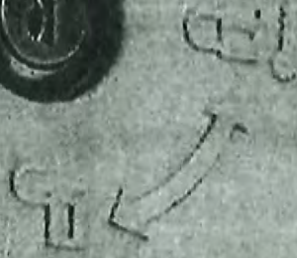
End of Addendum #7

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98017 Piedmont Dr
Fernandina Beach FL 32034
United States

RAIN  BIRD®

Feb 13, 2023 at 2:12:02 PM
95702 Amelia Concourse
Fernandina Beach FL 32034
United States

RAIN & BIRD



Feb 18, 2023 at 2:13:49 PM

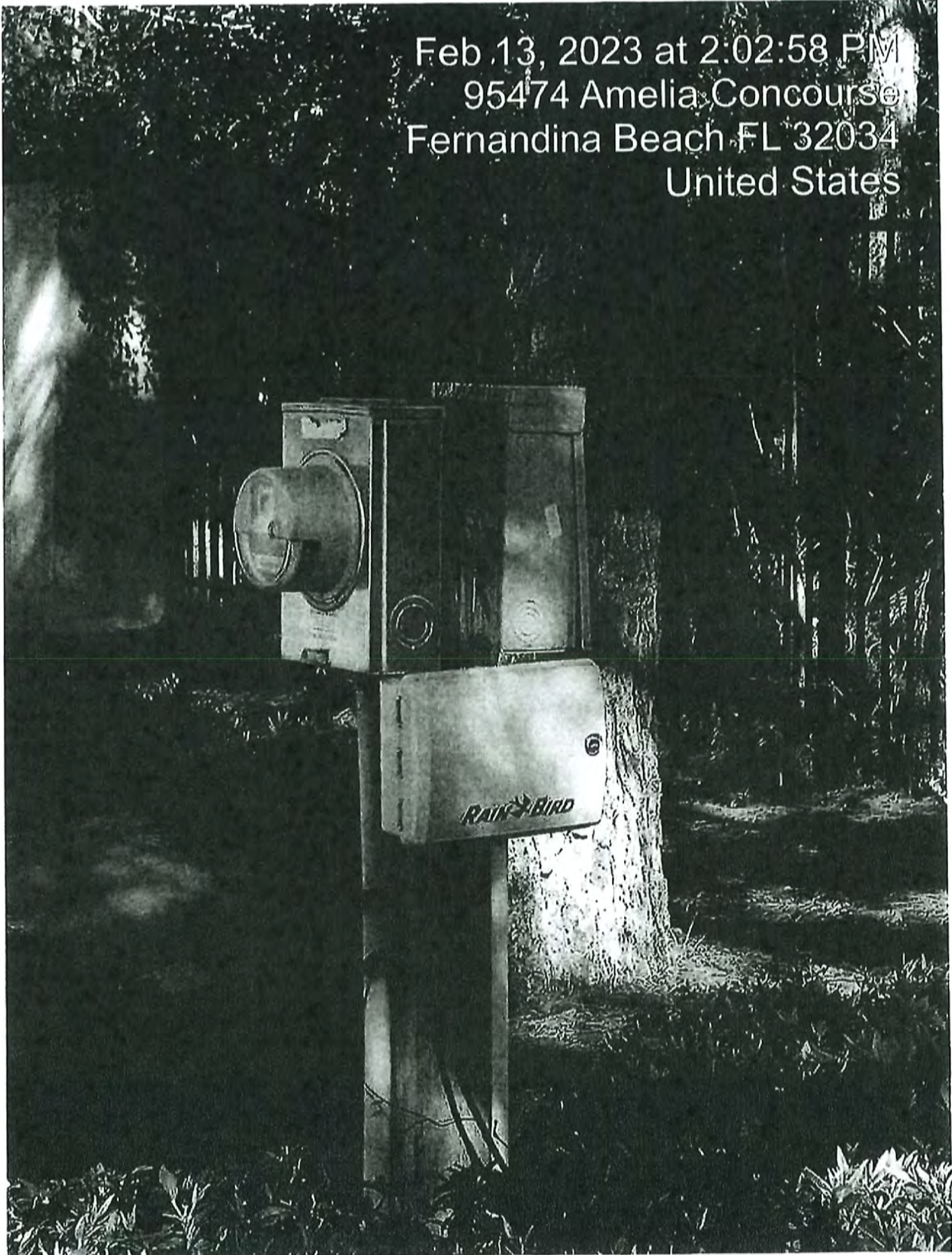
95730 Amelia Concourse

Fernandina Beach FL 32034

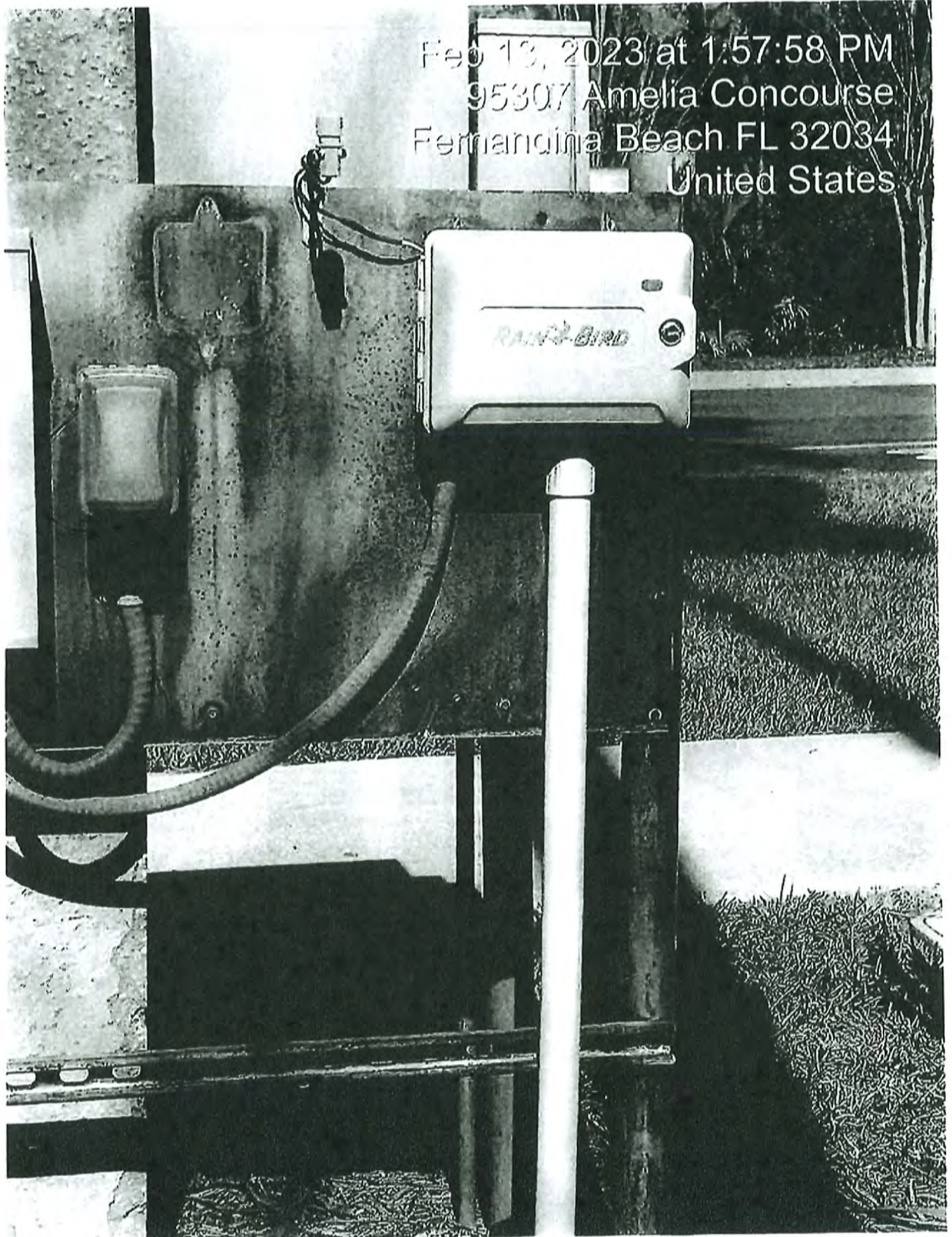
United States



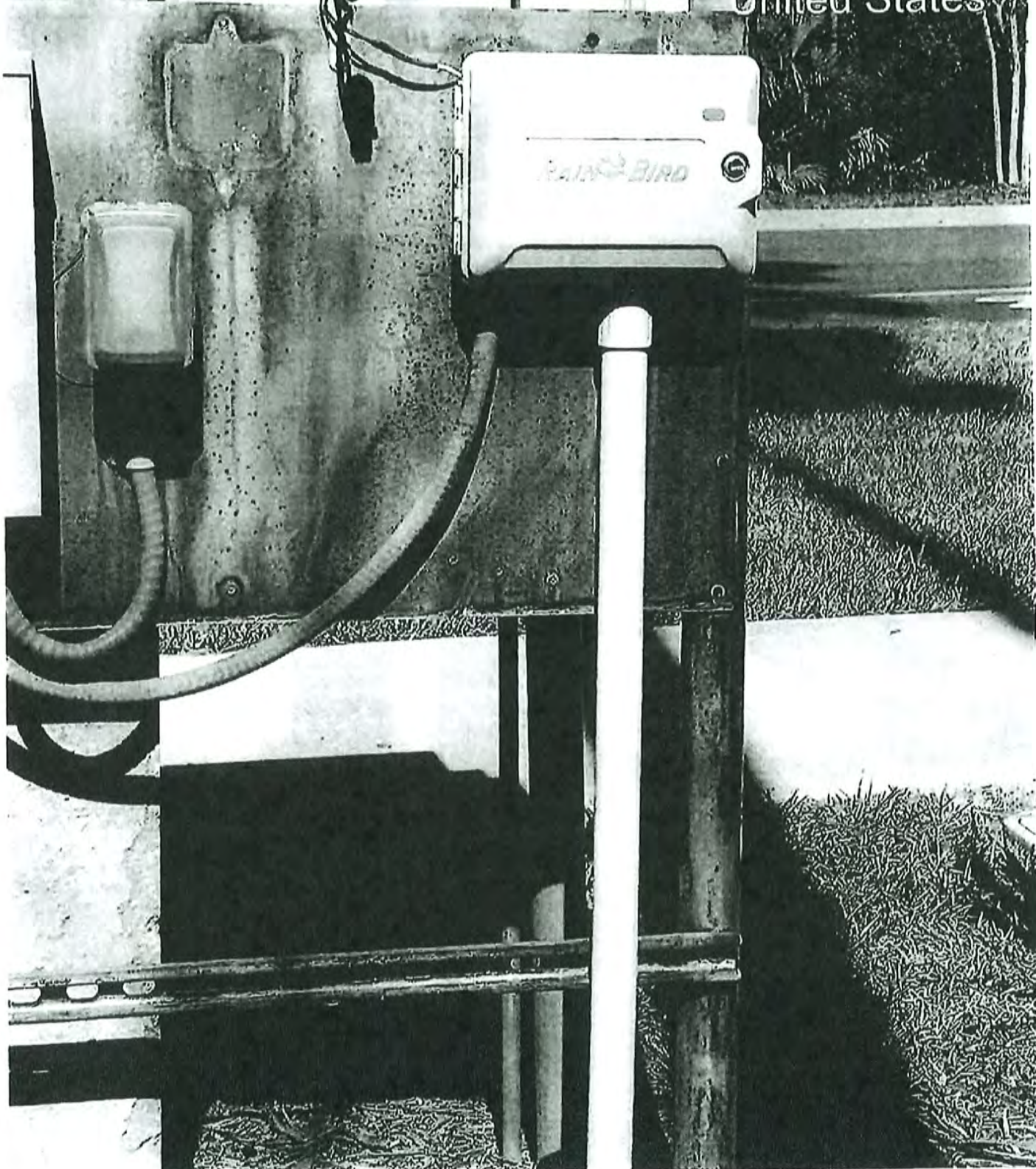
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95474 Amelia Concourse
Fernandina Beach FL 32034
United States



Feb 13, 2023 at 1:57:58 PM
95307 Amelia Concourse
Fernandina Beach FL 32034
United States



F40 13, 2023 at 1:57:58 PM
95357 Amelia Concourse
Fernandina Beach FL 32034
United States

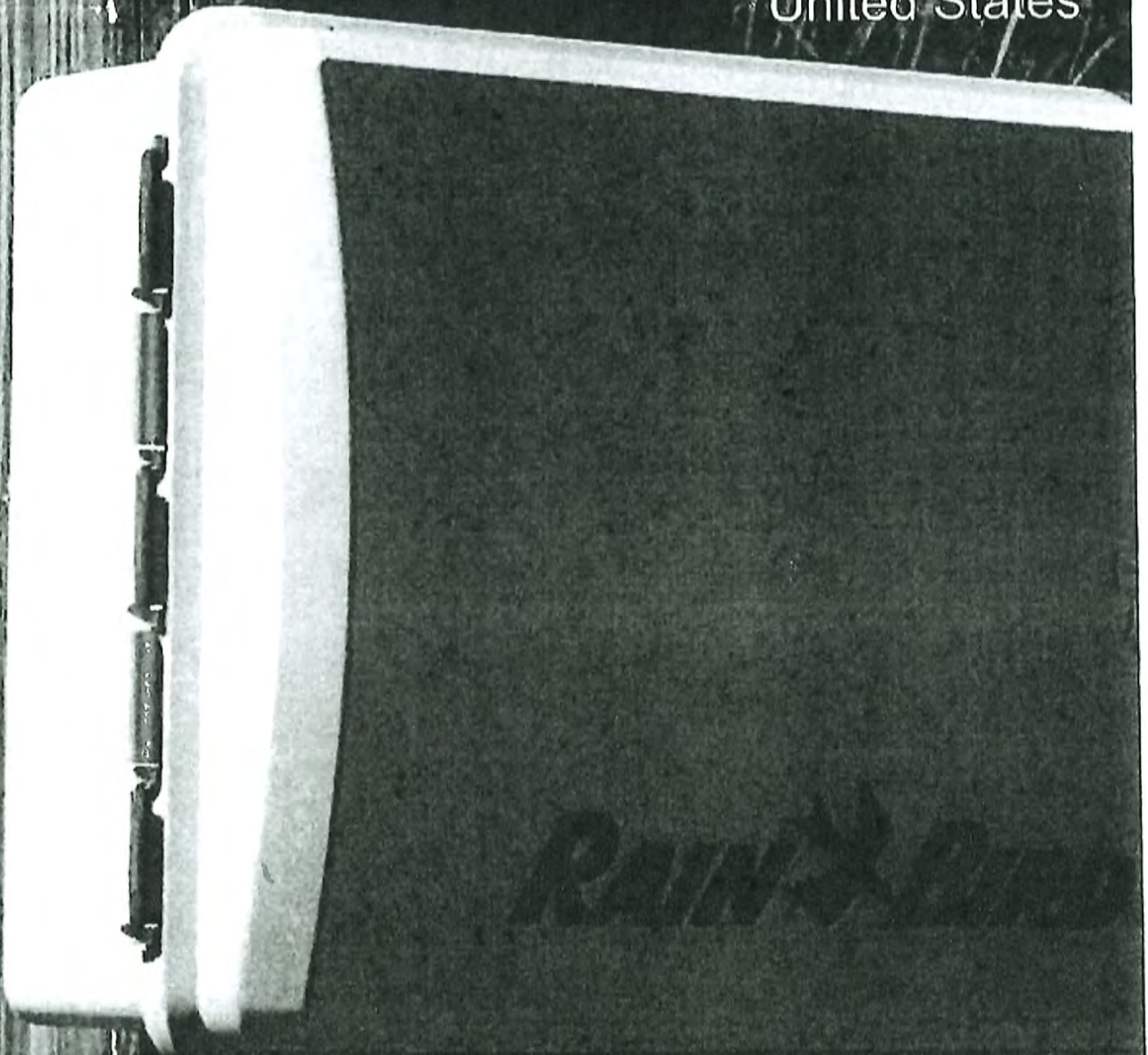


Feb 13, 2023 at 2:16:33 PM
96001 Lofton Square Ct
Yulee FL 32097
United States

RAIN BIRD



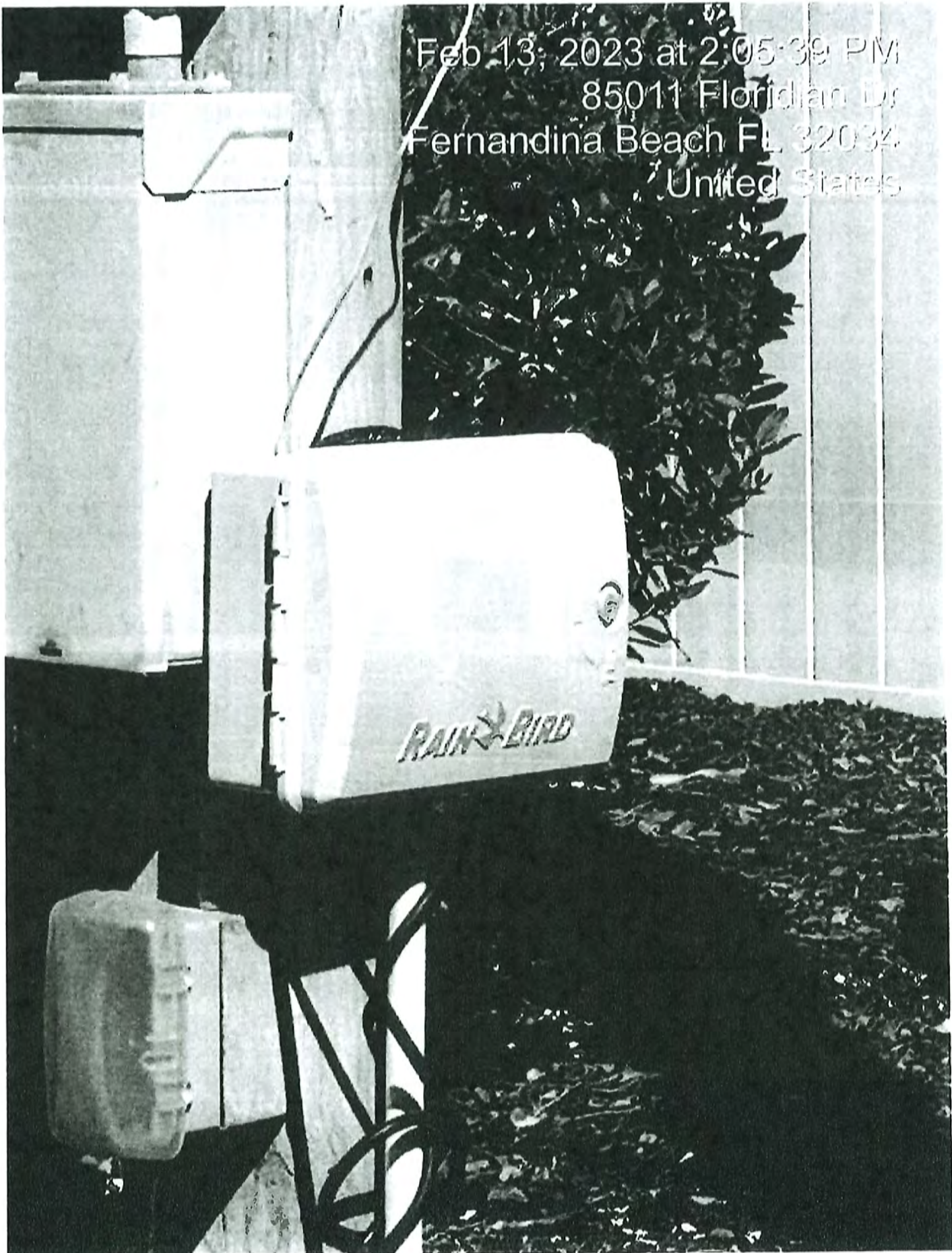
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United States

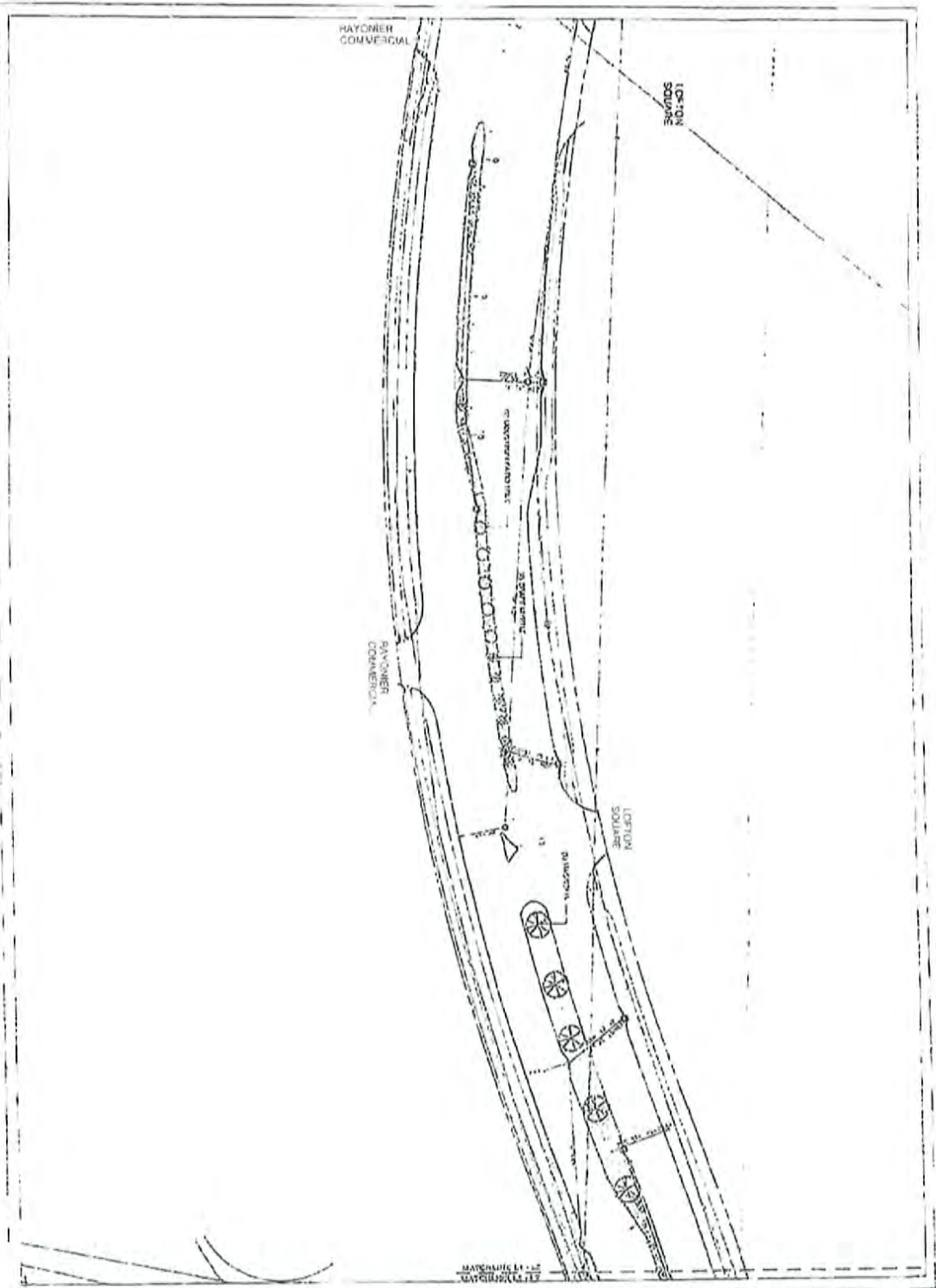



Feb 13, 2023 at 1:48:07 PM
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Fernandina Beach FL 32034
United States



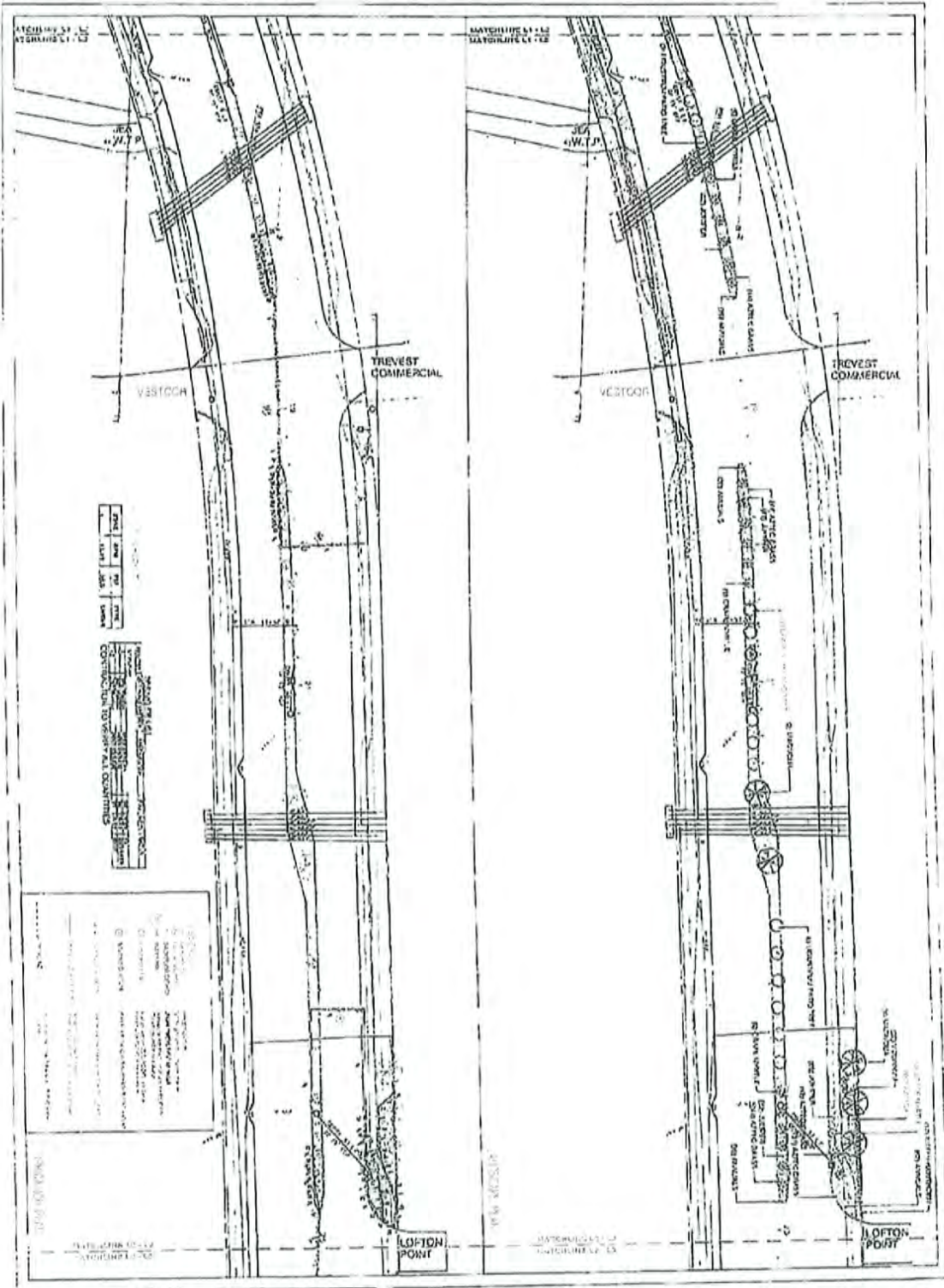
Feb 13, 2023 at 2:05:39 PM
85011 Floridian Dr
Fernandina Beach FL 32034
United States





<p>DATE: 1-1-11</p> <p>SCALE: 1" = 100'</p>	<p>PROJECT: AMELIA ISLAND CONCOURSE AND PLANTING</p> <p>CLIENT: AMELIA ISLAND RESORTS</p> <p>DESIGNER: A & K LAND PLANNING & DESIGN, INC.</p> <p>DATE: 1-1-11</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>AMELIA ISLAND CONCOURSE AND PLANTING</p>	 <p>A & K LAND PLANNING & DESIGN INC.</p> <p>1001 S. W. 10th Street, Suite 100, Ft. Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112</p>
NO.	DATE	DESCRIPTION											

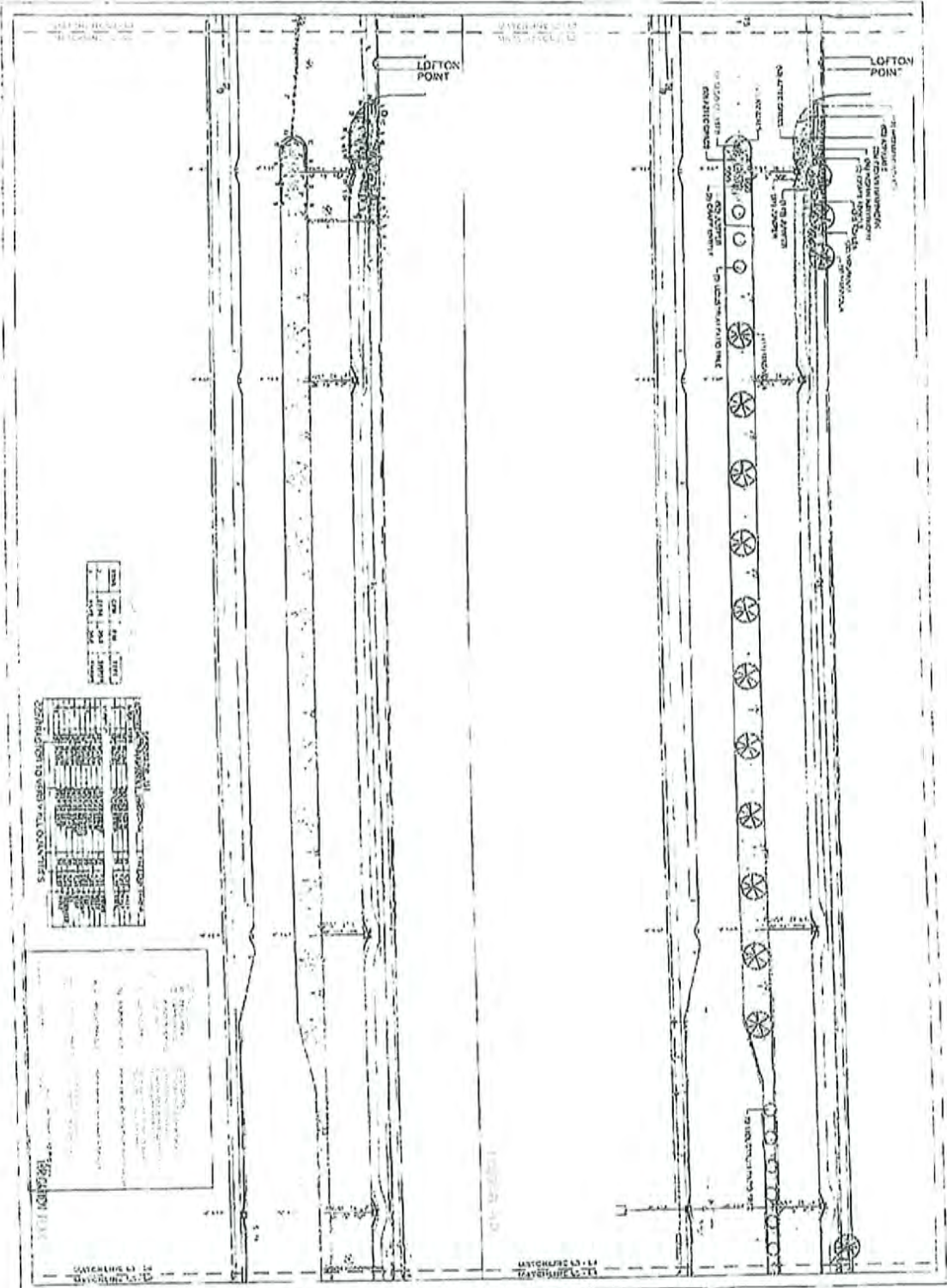
AMELIA ISLAND CONCOURSE AND PLANTING



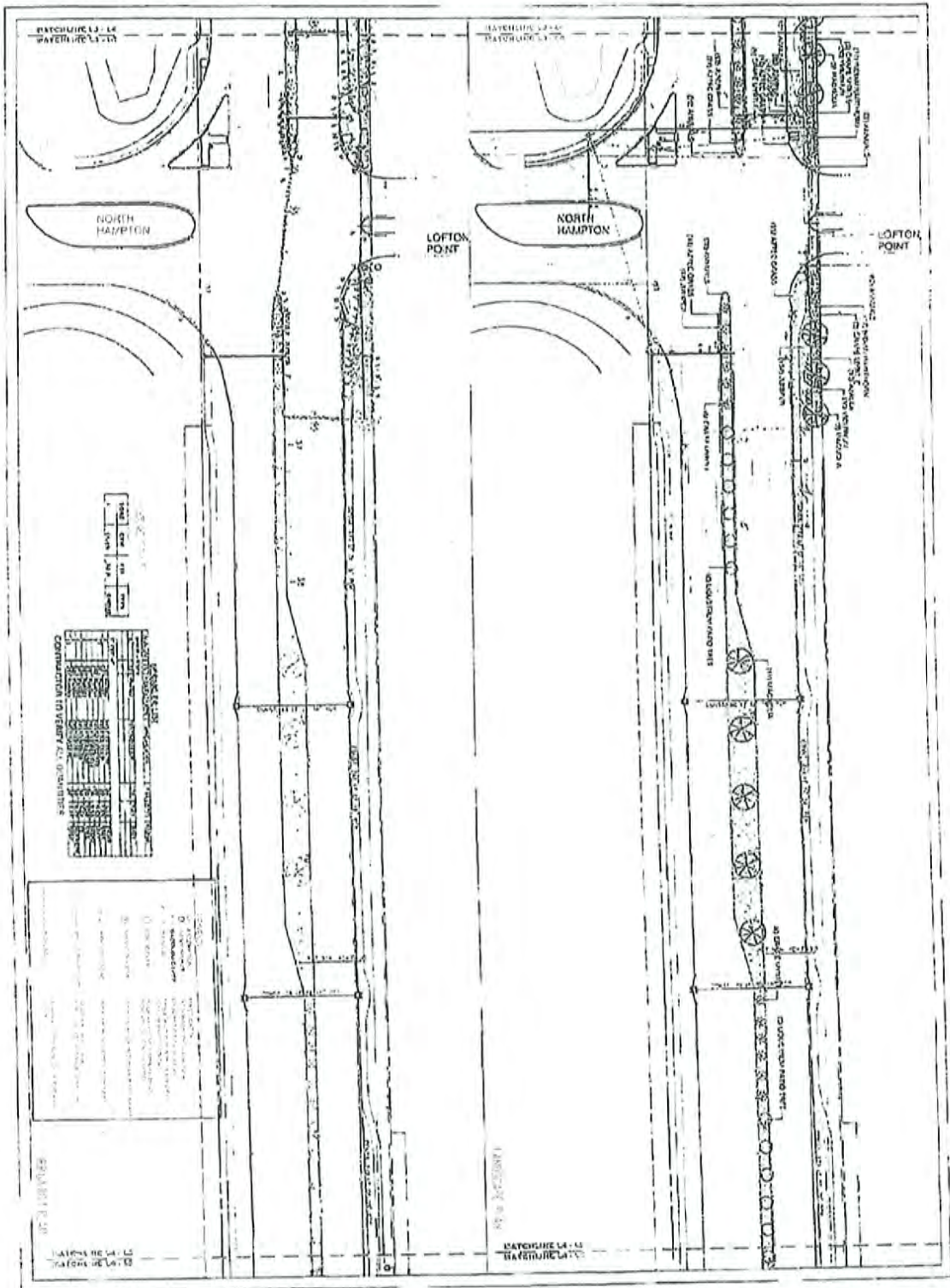
NO.	DATE	BY	CHKD.	DESCRIPTION
1	10/1/01	JAS	JAS	CONSTRUCTION TO SHOW ALL CONFORMING

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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<p>A & K LAND PLANNING & DESIGN, INC.</p> <p>1000 N. W. 10th Ave., Suite 1000 Fort Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112 www.akkland.com</p>	<p>AMELIA ISLAND COMMERCIAL MID-RISE PLANNING</p>	<p>DATE: 10/1/01 DRAWN BY: JAS CHECKED BY: JAS SCALE: AS SHOWN SHEET NO. 1 OF 1 PROJECT NO. 01-001 DATE: 10/1/01</p>
--	--	--



<p>DATE: 10/10/10</p> <p>PROJECT: [illegible]</p> <p>CLIENT: [illegible]</p> <p>DESIGNER: [illegible]</p>	<p>SCALE 1:1000</p> <p>DATE: 10/10/10</p> <p>PROJECT: [illegible]</p> <p>CLIENT: [illegible]</p> <p>DESIGNER: [illegible]</p>	<p>LOFTON POINT</p> <p>LOFTON POINT</p>	<p>SCALE 1:1000</p> <p>DATE: 10/10/10</p> <p>PROJECT: [illegible]</p> <p>CLIENT: [illegible]</p> <p>DESIGNER: [illegible]</p>	<p>AM ISLAND</p> <p>[illegible]</p>	<p>A & A LAND PLANNING & DESIGN</p> <p>INC.</p>

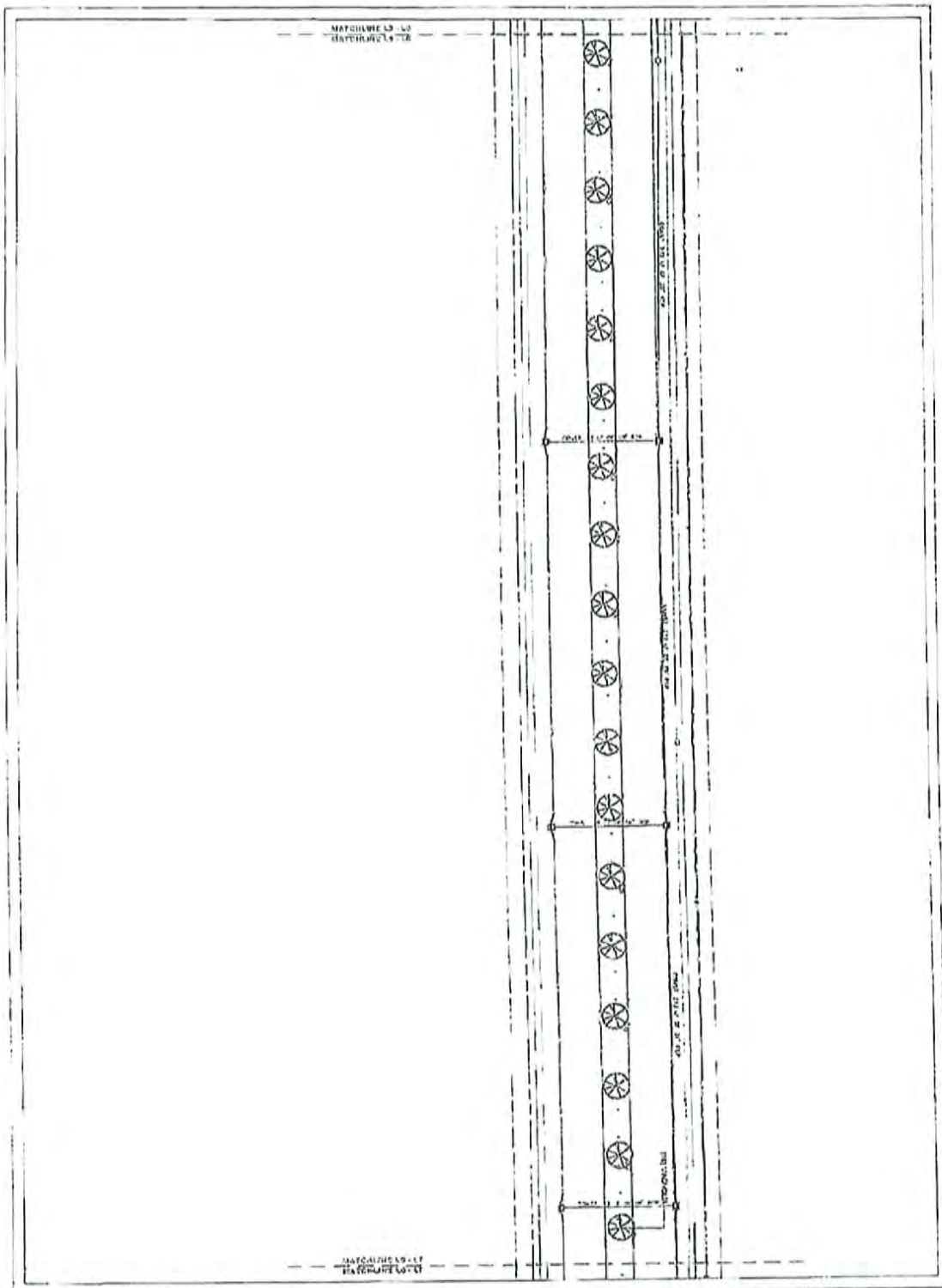


AMELIA ISLAND CONCOURSE MEDIAN PLANTING

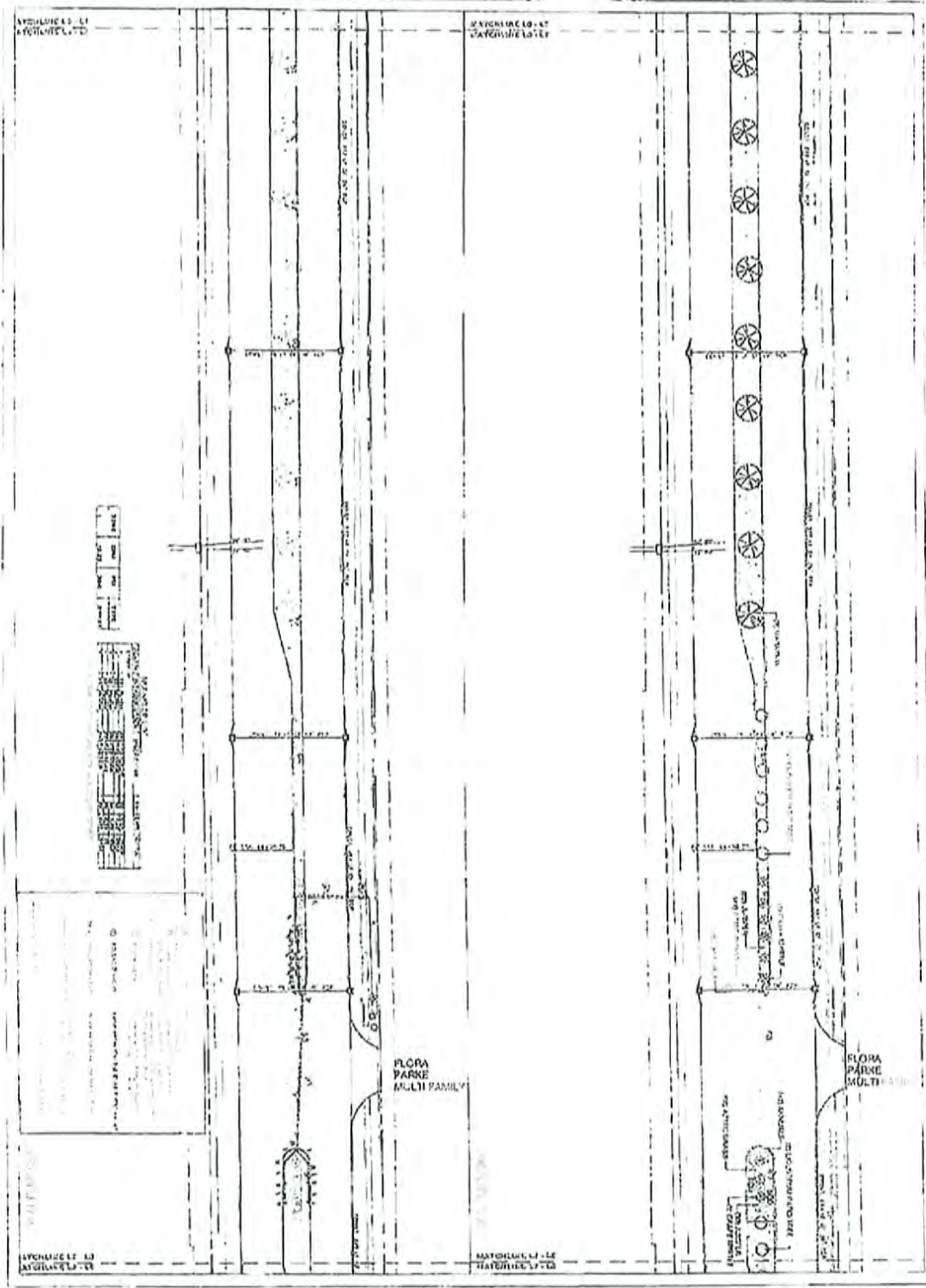
A & K LAND PLANNING & DESIGN Inc.

1000 ...

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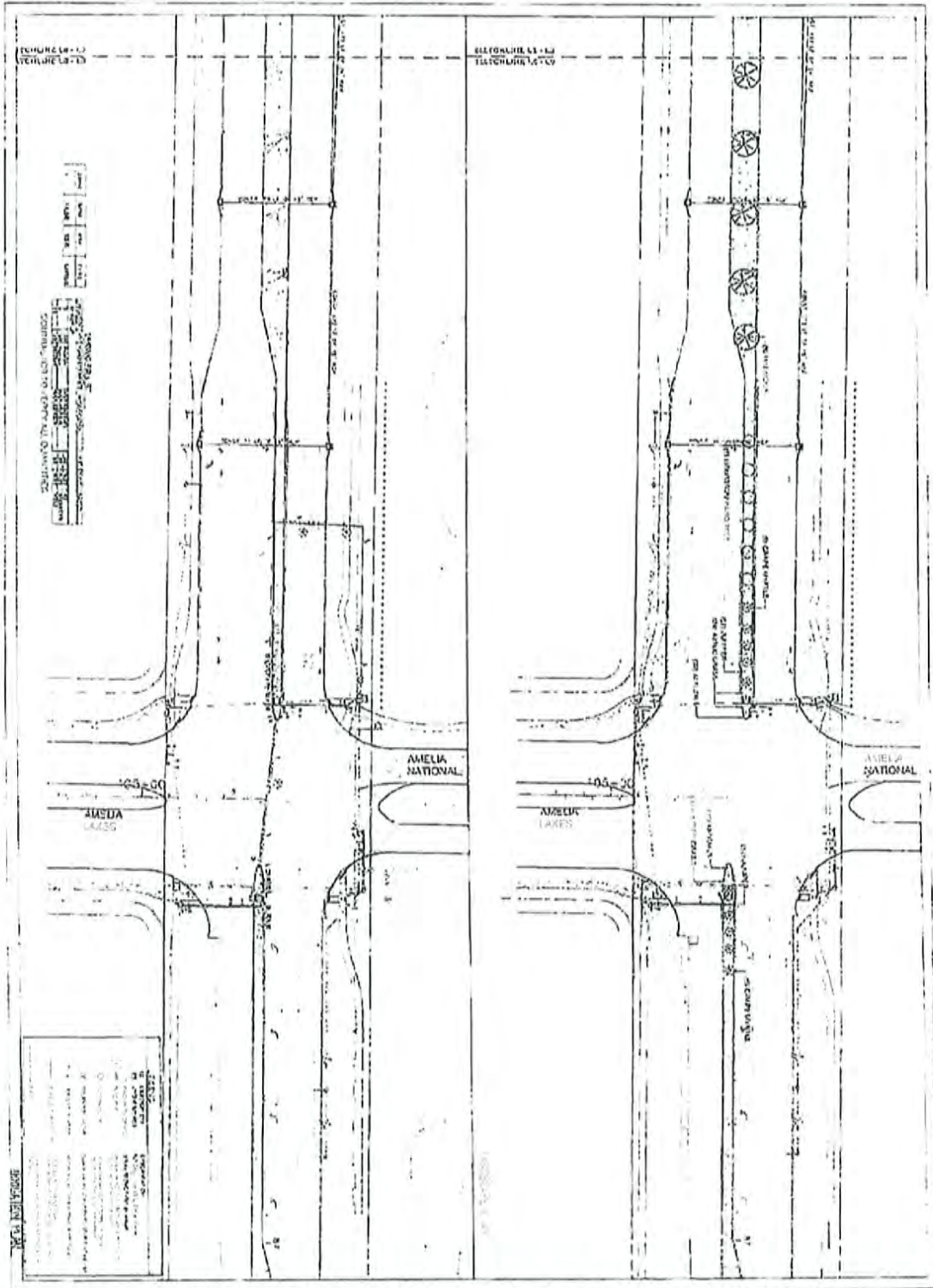


9-7 1/2" = 1'-0" 1/4" = 1'-0"	1/2" = 1'-0" 1/4" = 1'-0"		REVISIONS _____ _____ _____ _____	AMELIA ISLAND CONCOURSE MEDIAN PLANTING	



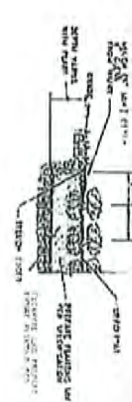
<p>PROJECT:</p> <p>FLORA PARKE MULTI-FAMILY</p> <p>10000 100TH AVE S.E.</p> <p>ALBUQUERQUE, NM 87124</p>	<p>DATE:</p> <p>10/15/2014</p>	<p>SCALE:</p> <p>AS SHOWN</p>	<p>PROJECT NO.:</p> <p>14-001</p>	<p>CLIENT:</p> <p>FLORA PARKE MULTI-FAMILY</p>	<p>DESIGNER:</p> <p>A & K LAND PLANNING & DESIGN</p>	

FLORA PARKE MULTI-FAMILY

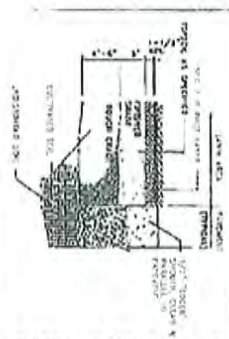


<p>DATE: 11/11/11</p> <p>PROJECT: AMELIA LAKES GOLF COURSE</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 11/11/11</p>	<p>AMELIA LAKES GOLF COURSE</p> <p>SECTION 14 - 13</p> <p>SECTION 14 - 12</p>	<p>A & K LAND PLANNING & DESIGN INC.</p> <p>10000 W. 10th Ave., Suite 100 Denver, CO 80202 Tel: 303.751.1111 Fax: 303.751.1112 www.akklandplanning.com</p>

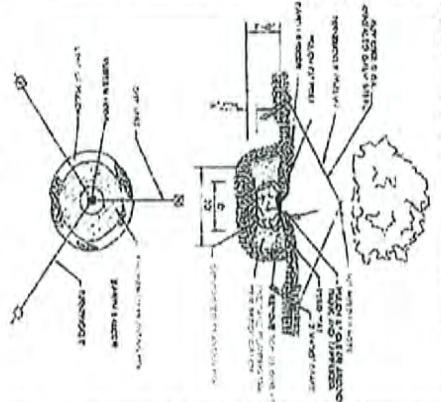
1. Plant the vegetation in the vertical gutter or in the horizontal gutter, depending on the slope of the gutter.
2. All plants to be planted in the gutter should be of a size and type that will not require frequent maintenance.
3. The gutter should be designed to collect and drain the water from the plants.
4. The gutter should be designed to collect and drain the water from the plants.
5. The gutter should be designed to collect and drain the water from the plants.
6. The gutter should be designed to collect and drain the water from the plants.
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19. The gutter should be designed to collect and drain the water from the plants.
20. The gutter should be designed to collect and drain the water from the plants.



SECTION THROUGH GUTTER SYSTEM



SECTION THROUGH GUTTER SYSTEM



PLAN VIEW OF GUTTER SYSTEM

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE CURB	100	LINEAL FEET	1.50	150.00
2	GUTTER CHANNEL	100	LINEAL FEET	2.00	200.00
3	DRAINAGE PIPE	100	LINEAL FEET	1.00	100.00
4	LABOR	100	HOURS	1.00	100.00
5	MATERIALS	100	LINEAL FEET	1.00	100.00
6	PAINT	100	SQ. FEET	1.00	100.00
7	TRUCK	100	LINEAL FEET	1.00	100.00
8	WATER	100	LINEAL FEET	1.00	100.00
9	ELECTRICITY	100	LINEAL FEET	1.00	100.00
10	INSURANCE	100	LINEAL FEET	1.00	100.00
11	TOTAL				1000.00

1. CONCRETE CURB
2. ALL PLANTS TO BE PLANTED IN THE GUTTER SHOULD BE OF A SIZE AND TYPE THAT WILL NOT REQUIRE FREQUENT MAINTENANCE.
3. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.
4. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.
5. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.

INSTALLATION OF GUTTER SYSTEM

1. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.

2. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.

3. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.

4. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.

5. THE GUTTER SHOULD BE DESIGNED TO COLLECT AND DRAIN THE WATER FROM THE PLANTS.



A & K LAND PLANNING & DESIGN Inc.

AMELIA ISLAND CONCOURSE MEDIAN PLANTING

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE CURB	100	LINEAL FEET	1.50	150.00
2	GUTTER CHANNEL	100	LINEAL FEET	2.00	200.00
3	DRAINAGE PIPE	100	LINEAL FEET	1.00	100.00
4	LABOR	100	HOURS	1.00	100.00
5	MATERIALS	100	LINEAL FEET	1.00	100.00
6	PAINT	100	SQ. FEET	1.00	100.00
7	TRUCK	100	LINEAL FEET	1.00	100.00
8	WATER	100	LINEAL FEET	1.00	100.00
9	ELECTRICITY	100	LINEAL FEET	1.00	100.00
10	INSURANCE	100	LINEAL FEET	1.00	100.00
11	TOTAL				1000.00

DATE: 10/1/80

BY: J. K. KELLY

CHECKED BY: J. K. KELLY

SCALE: 1/4" = 1'-0"

PROJECT: AMELIA ISLAND CONCOURSE MEDIAN PLANTING


L-12

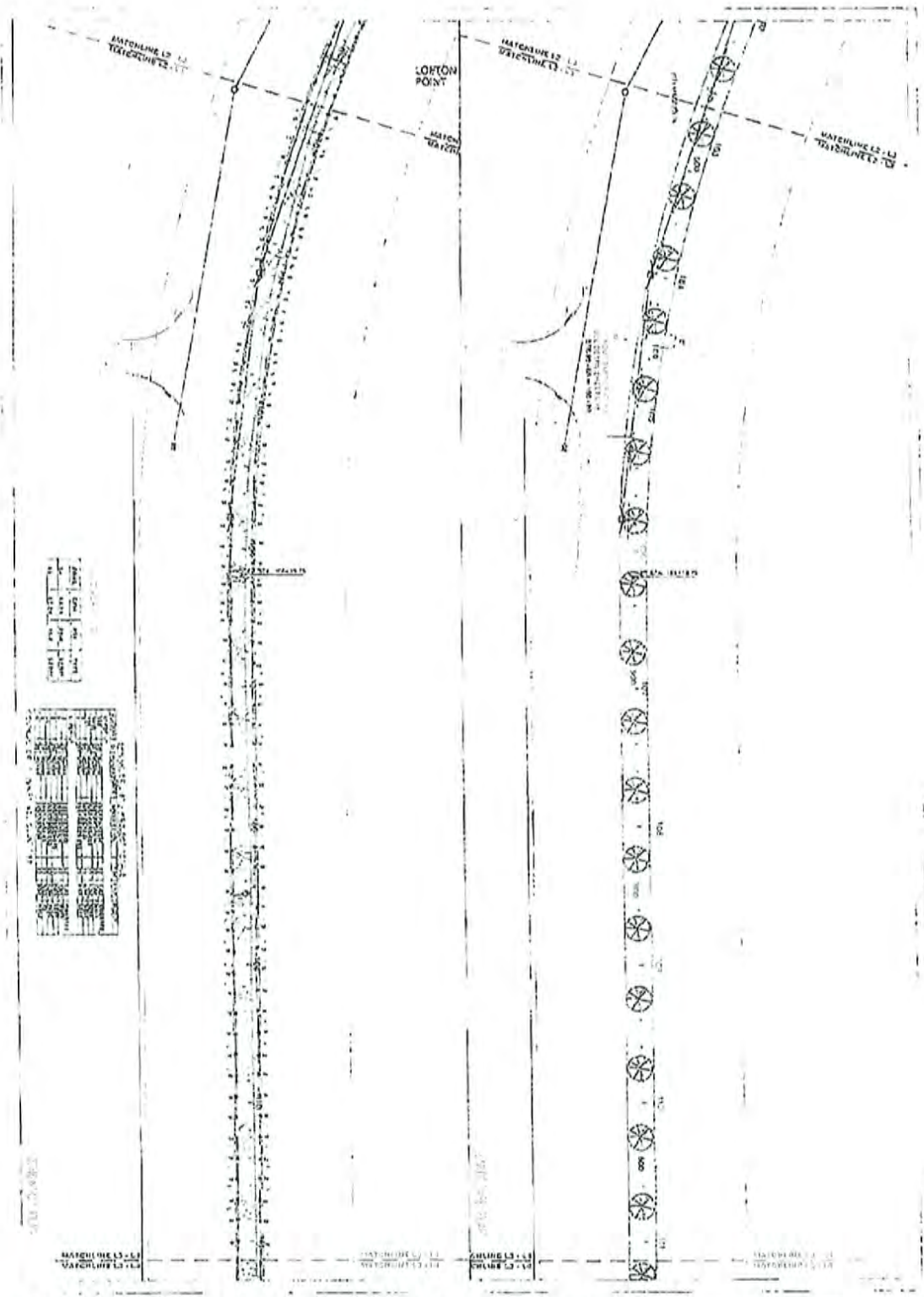
AMERICAN BOTTLE BOTTLED
 IRRIGATION SYSTEMS
 FOR
 THE CITY OF LOS ANGELES &

A & K LAND PLANNING & DESIGN
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 PHONE: (303) 733-1111
 FAX: (303) 733-1112




THE CITY OF LOS ANGELES
 100 N. MAIN STREET
 LOS ANGELES, CALIFORNIA 90012
 PHONE: (213) 475-1000
 FAX: (213) 475-1000

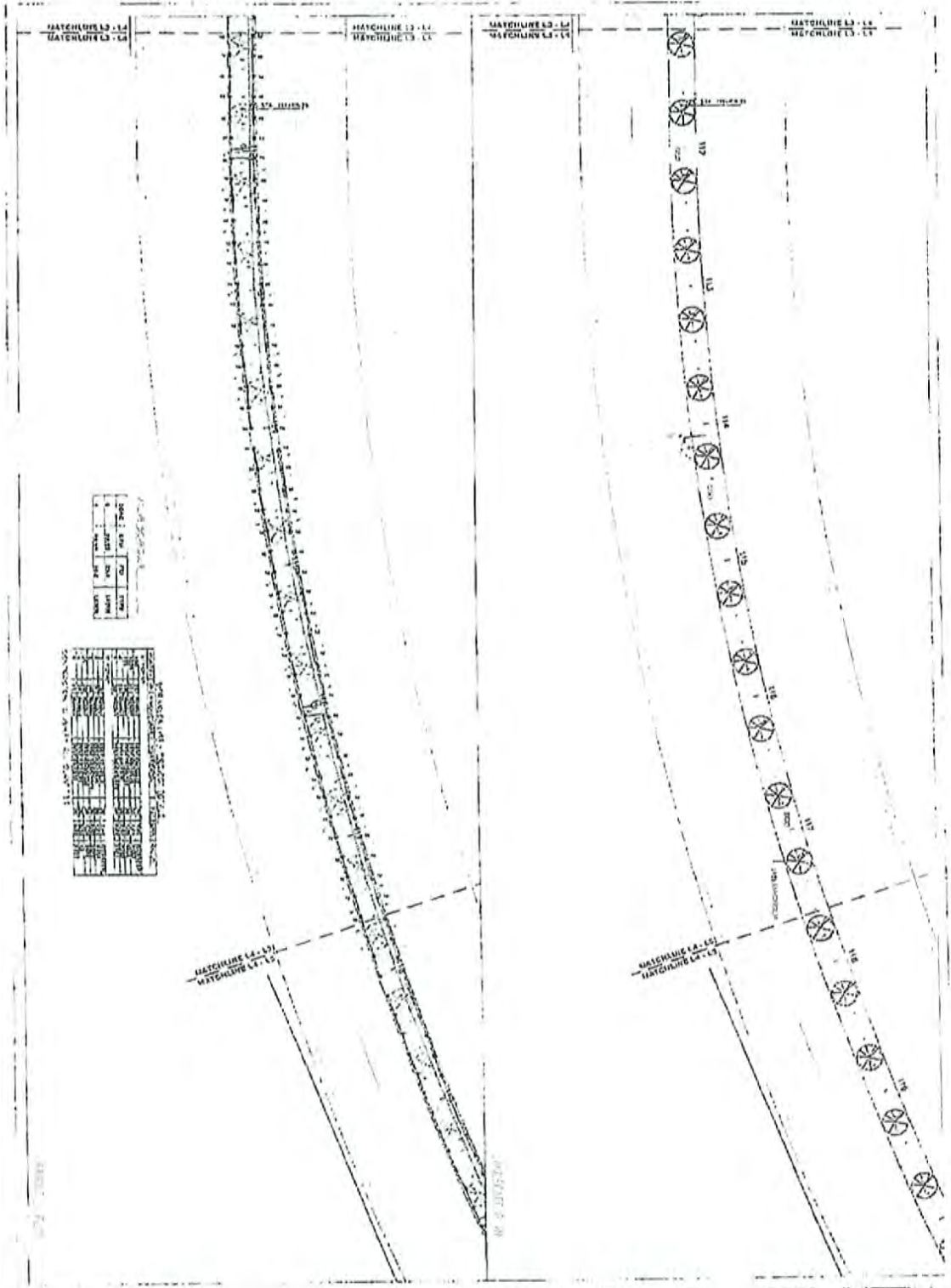
 A & K LAND PLANNING & DESIGN Inc. <small>1000 WEST 10TH AVENUE, SUITE 100, DENVER, COLORADO 80202 PHONE: (303) 733-1111 FAX: (303) 733-1112</small>	AMERICAN BOTTLE BOTTLED IRRIGATION SYSTEMS LANDSCAPE	SHEET NO. _____ OF _____	DATE: _____
		PROJECT NO. _____ CLIENT: _____ ADDRESS: _____ CITY: _____	DRAWN BY: _____ CHECKED BY: _____ TITLE: _____



NO.	DATE	BY	CHKD.	APP.
1	10/1/00	J. J. [unclear]	[unclear]	[unclear]
2	10/1/00	[unclear]	[unclear]	[unclear]
3	10/1/00	[unclear]	[unclear]	[unclear]
4	10/1/00	[unclear]	[unclear]	[unclear]
5	10/1/00	[unclear]	[unclear]	[unclear]
6	10/1/00	[unclear]	[unclear]	[unclear]
7	10/1/00	[unclear]	[unclear]	[unclear]
8	10/1/00	[unclear]	[unclear]	[unclear]
9	10/1/00	[unclear]	[unclear]	[unclear]
10	10/1/00	[unclear]	[unclear]	[unclear]

NO.	DATE	BY	CHKD.	APP.
1	10/1/00	J. J. [unclear]	[unclear]	[unclear]
2	10/1/00	[unclear]	[unclear]	[unclear]
3	10/1/00	[unclear]	[unclear]	[unclear]
4	10/1/00	[unclear]	[unclear]	[unclear]
5	10/1/00	[unclear]	[unclear]	[unclear]
6	10/1/00	[unclear]	[unclear]	[unclear]
7	10/1/00	[unclear]	[unclear]	[unclear]
8	10/1/00	[unclear]	[unclear]	[unclear]
9	10/1/00	[unclear]	[unclear]	[unclear]
10	10/1/00	[unclear]	[unclear]	[unclear]

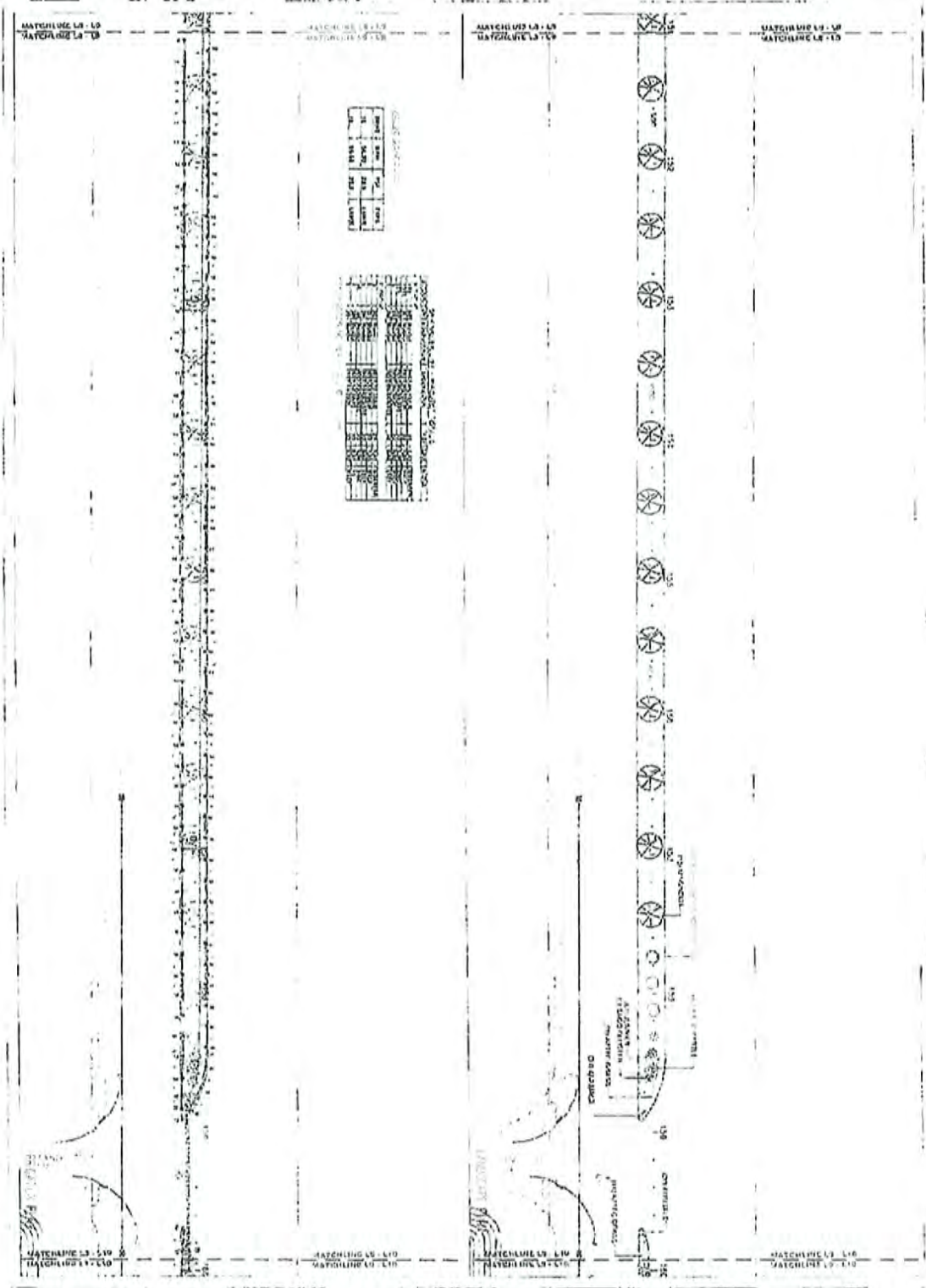
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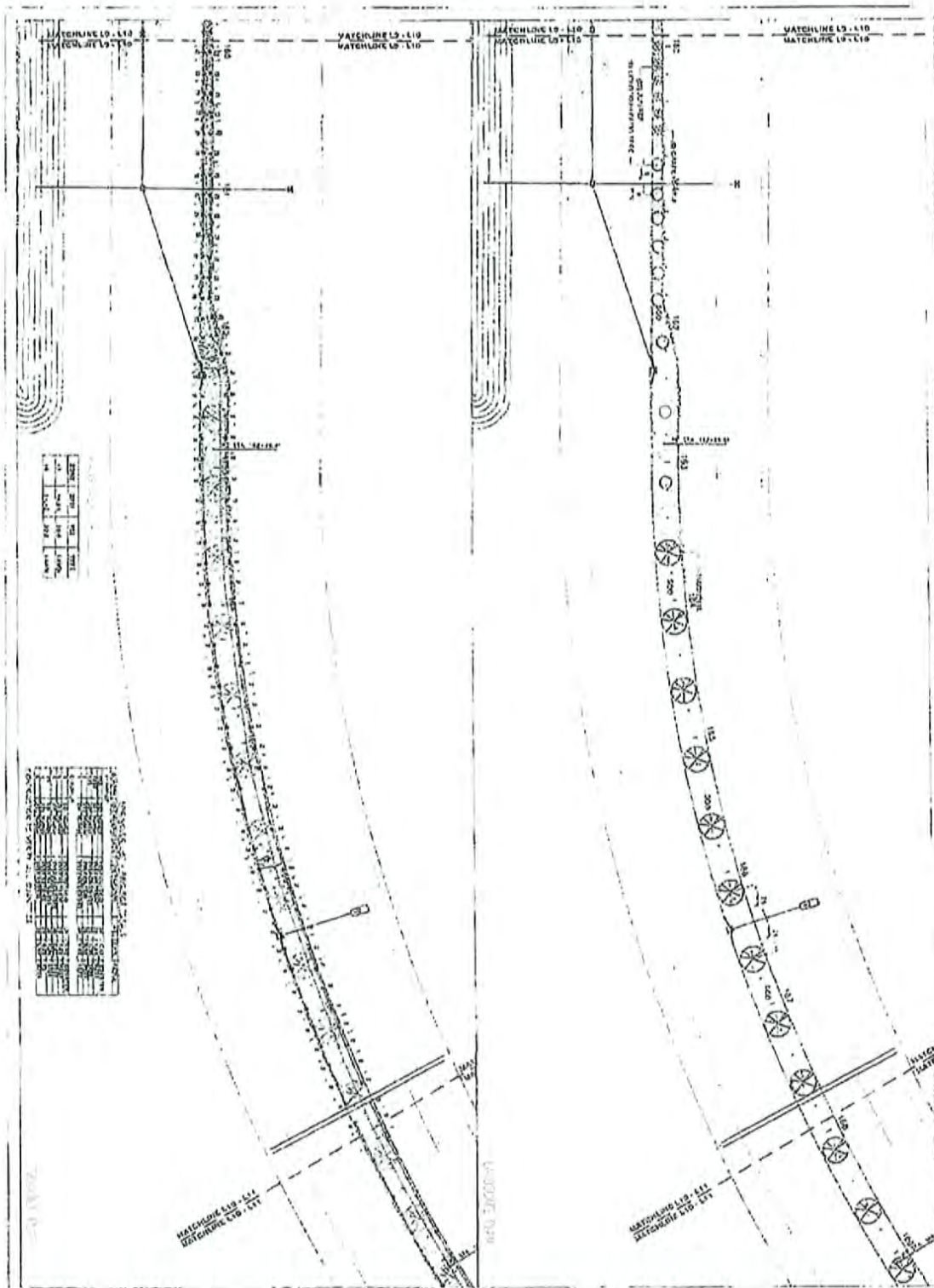
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2	UTILITY	EA	50	50
3

NO.	DESCRIPTION	UNIT	QTY.	AMOUNT
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	PROJECT NO. _____ SHEET NO. _____ DATE _____	AMELIA ISLAND CONCOURSE WED AN PHASE 2	
	DRAWN BY _____ CHECKED BY _____ APPROVED BY _____	A & K LANG PLANNING & DESIGN Inc. 1000	PROJECT NO. _____ SHEET NO. _____ DATE _____



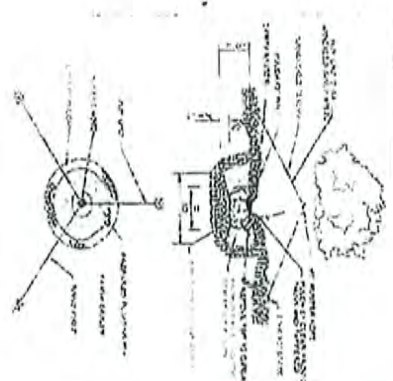
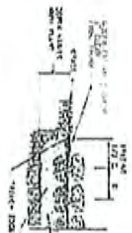
<p>DATE: 11/11/11</p> <p>PROJECT: AMELIA ISLAND</p>	<p>SCALE: 1" = 40'</p> <p>PROJECT NO: 11-001</p>	 <p>AMELIA ISLAND SUPPORTIVE PLAYING FIELD</p>	 <p>A & K LAND PLANNING & DESIGN INC.</p>
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NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	10/15/10	JL
2	ISSUED FOR PERMITS	10/15/10	JL
3	ISSUED FOR PERMITS	10/15/10	JL
4	ISSUED FOR PERMITS	10/15/10	JL
5	ISSUED FOR PERMITS	10/15/10	JL
6	ISSUED FOR PERMITS	10/15/10	JL
7	ISSUED FOR PERMITS	10/15/10	JL
8	ISSUED FOR PERMITS	10/15/10	JL
9	ISSUED FOR PERMITS	10/15/10	JL
10	ISSUED FOR PERMITS	10/15/10	JL

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	10/15/10	JL
2	ISSUED FOR PERMITS	10/15/10	JL
3	ISSUED FOR PERMITS	10/15/10	JL
4	ISSUED FOR PERMITS	10/15/10	JL
5	ISSUED FOR PERMITS	10/15/10	JL
6	ISSUED FOR PERMITS	10/15/10	JL
7	ISSUED FOR PERMITS	10/15/10	JL
8	ISSUED FOR PERMITS	10/15/10	JL
9	ISSUED FOR PERMITS	10/15/10	JL
10	ISSUED FOR PERMITS	10/15/10	JL

		PROJECT NO. _____ SHEET NO. _____ OF _____ DATE: _____	
		A & K LAND PLANNING & DESIGN INC. 1000 W. 10th St., Suite 100, Anchorage, Alaska 99501 PHONE: (907) 562-1111 FAX: (907) 562-1112 WWW: WWW.AKLANDPLANNING.COM	



1. The site is located in the City of...
 2. The site is zoned...
 3. The site is...
 4. The site is...
 5. The site is...
 6. The site is...
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Item	Description	Quantity	Unit
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Item	Description	Quantity	Unit
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Item	Description	Quantity	Unit
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10

PROJECT INFORMATION

PROJECT NO. 12345

DATE: 10/10/2023

SCALE: 1/4" = 1'-0"

SHEET 1 OF 1

LANDSCAPE PLAN

A B K LAND PLANNING & DESIGN
Inc.

1234 Main Street
City, State, Zip

Phone: (555) 123-4567
Fax: (555) 987-6543
Email: info@abkplanning.com



	PROJECT NO. 1000 DATE 10/10/00 SHEET NO. 1000 OF 1000	DRAWN BY: J. K. K. CHECKED BY: J. K. K. DATE: 10/10/00	AMERICAN CONSULTING ENGINEERS INC.	
	A & K LAND PLANNING & DESIGN INC. 1000 10TH AVENUE, SUITE 1000 DENVER, CO 80202			A & K LAND PLANNING & DESIGN INC.

MATCHLINE 2-13
MATCHLINE 2-13

MATCHLINE 2-13
MATCHLINE 2-13

LOFTON
RIGHT



NO.	DATE	BY	CHKD.	APP.
1	10/15/10	J. J. J.		
2	10/15/10	J. J. J.		
3	10/15/10	J. J. J.		

CONSTRUCTION TO RESIDENTIAL CONDITIONS

NO.	DESCRIPTION	DATE	BY	CHKD.	APP.
1	INSTALL CURB AND GUTTER	10/15/10	J. J. J.		
2	INSTALL DRIVEWAY	10/15/10	J. J. J.		
3	INSTALL DRIVEWAY	10/15/10	J. J. J.		
4	INSTALL DRIVEWAY	10/15/10	J. J. J.		
5	INSTALL DRIVEWAY	10/15/10	J. J. J.		
6	INSTALL DRIVEWAY	10/15/10	J. J. J.		
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8	INSTALL DRIVEWAY	10/15/10	J. J. J.		
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21	INSTALL DRIVEWAY	10/15/10	J. J. J.		
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28	INSTALL DRIVEWAY	10/15/10	J. J. J.		
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40	INSTALL DRIVEWAY	10/15/10	J. J. J.		
41	INSTALL DRIVEWAY	10/15/10	J. J. J.		
42	INSTALL DRIVEWAY	10/15/10	J. J. J.		
43	INSTALL DRIVEWAY	10/15/10	J. J. J.		
44	INSTALL DRIVEWAY	10/15/10	J. J. J.		
45	INSTALL DRIVEWAY	10/15/10	J. J. J.		
46	INSTALL DRIVEWAY	10/15/10	J. J. J.		
47	INSTALL DRIVEWAY	10/15/10	J. J. J.		
48	INSTALL DRIVEWAY	10/15/10	J. J. J.		
49	INSTALL DRIVEWAY	10/15/10	J. J. J.		
50	INSTALL DRIVEWAY	10/15/10	J. J. J.		

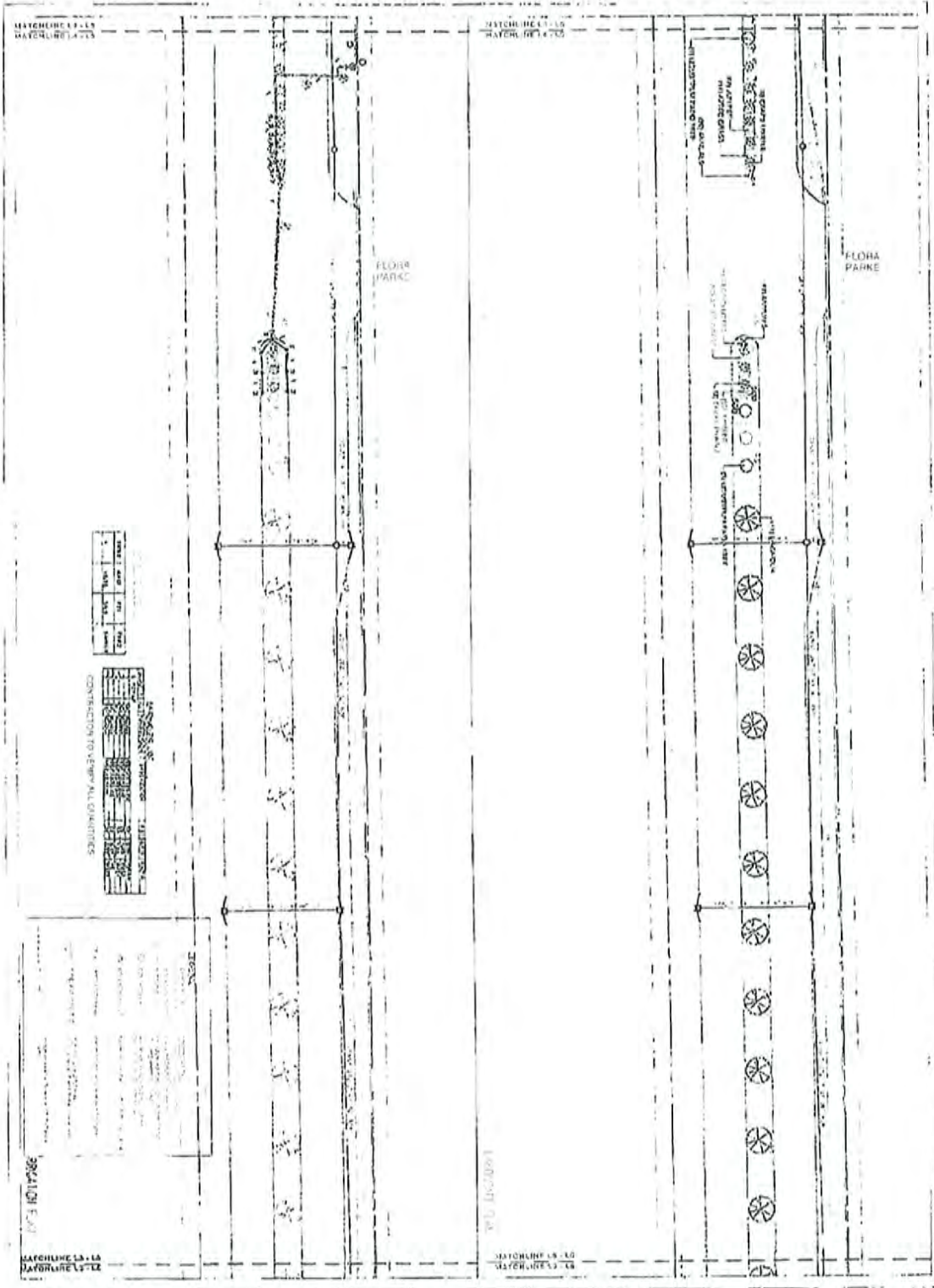
NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
2. ALL DRIVEWAYS SHALL BE CONCRETE WITH A FINISH OF BROOM.
3. ALL DRIVEWAYS SHALL BE 12" WIDE AND 4" DEEP.
4. ALL DRIVEWAYS SHALL BE 12" WIDE AND 4" DEEP.
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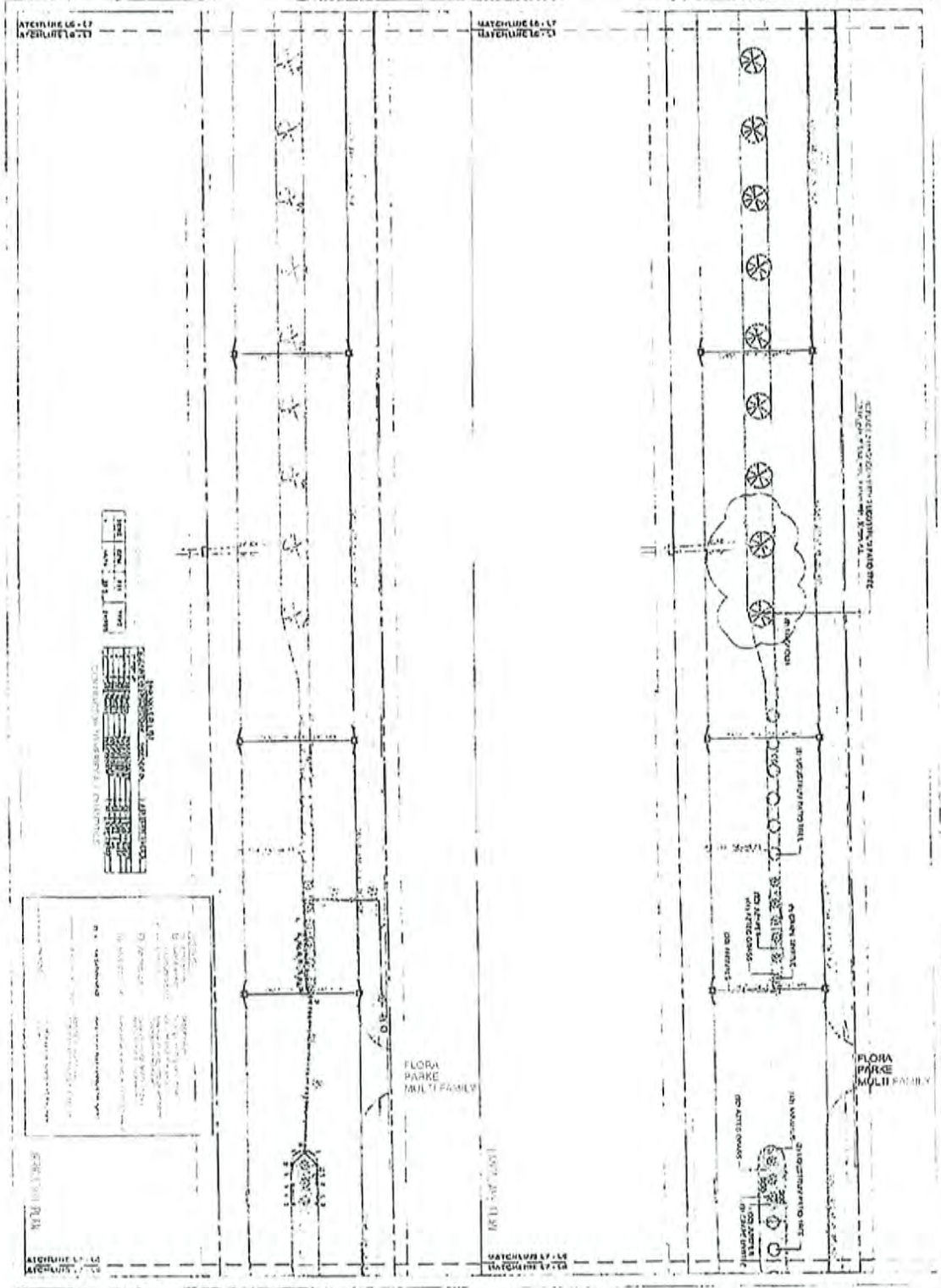
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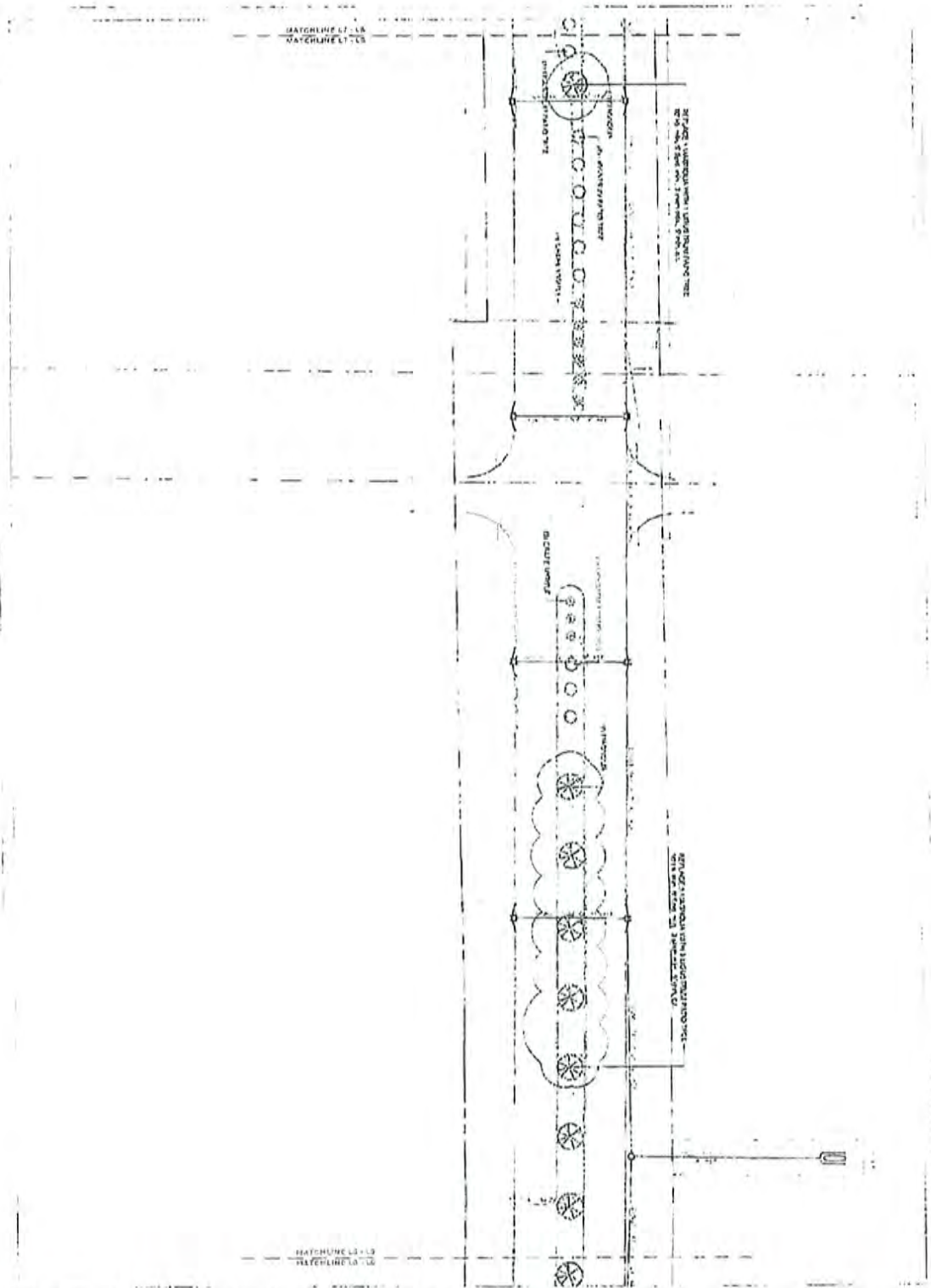
<p>A & K LAND PLANNING & DESIGN, INC.</p> <p>10000 W. 10th Ave., Suite 100 Denver, CO 80231 Phone: (303) 751-1111 Fax: (303) 751-1112 www.akkland.com</p>	<p>PROJECT:</p> <p>10000 W. 10th Ave. Subdivision</p> <p>10000 W. 10th Ave. Subdivision</p> <p>10000 W. 10th Ave. Subdivision</p>	<p>DATE:</p> <p>10/15/10</p> <p>10/15/10</p> <p>10/15/10</p>	<p>SCALE:</p> <p>AS SHOWN</p> <p>AS SHOWN</p> <p>AS SHOWN</p>	<p>DESIGNED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>	<p>CHECKED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>	<p>APPROVED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>
	<p>PROJECT NO.:</p> <p>10000 W. 10th Ave. Subdivision</p> <p>10000 W. 10th Ave. Subdivision</p> <p>10000 W. 10th Ave. Subdivision</p>	<p>DATE:</p> <p>10/15/10</p> <p>10/15/10</p> <p>10/15/10</p>	<p>SCALE:</p> <p>AS SHOWN</p> <p>AS SHOWN</p> <p>AS SHOWN</p>	<p>DESIGNED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>	<p>CHECKED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>	<p>APPROVED BY:</p> <p>J. J. J.</p> <p>J. J. J.</p> <p>J. J. J.</p>



<p>DATE: 10/11/2006</p> <p>PROJECT: FLOHA PARK</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 10/11/2006</p>		<p>STATE OF MISSISSIPPI</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>NO. 12345</p> <p>EXPIRES: 12/31/2008</p>	<p>A & R LAND PLANNING & DESIGN, INC.</p> <p>12345 MAIN STREET, SUITE 100</p> <p>MEMPHIS, TN 38103</p> <p>PH: 901-555-1234</p> <p>WWW.AANDR.COM</p>	



<p>1-77</p> <p>AMERICAN LANDSCAPE ARCHITECTS</p> <p>1000 N. W. 10th St.</p> <p>MIAMI, FL 33136</p> <p>TEL: 305-371-1111</p> <p>FAX: 305-371-1112</p>	<p>DATE: 08/11/11</p> <p>PROJECT: AMELIA ISLAND CONOURSE MED AN PLANTING</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: J. J. ...</p> <p>DRAWN BY: J. J. ...</p>	<p>AMELIA ISLAND CONOURSE MED AN PLANTING</p>	<p>A & K LAND PLANNING & DESIGN Inc.</p> <p>1000 N. W. 10th St.</p> <p>MIAMI, FL 33136</p> <p>TEL: 305-371-1111</p> <p>FAX: 305-371-1112</p>




 <p>A & K LAND PLANNING & DESIGN INC.</p> <p>1000 PINEAPPLE AVENUE, SUITE 100, PALM BEACH, FLORIDA 33480 TEL: 561-833-1111 FAX: 561-833-1112</p>	<p>PROJECT NO. _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>DESIGNED BY: _____</p> <p>DRAWN BY: _____</p>	<p>AMELIA ISLAND CONCOURSE MEDIAN PLANNING</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>FOR: _____</p>
	<p>PROJECT NO. _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>DESIGNED BY: _____</p> <p>DRAWN BY: _____</p>	<p>AMELIA ISLAND CONCOURSE MEDIAN PLANNING</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>FOR: _____</p>

EXHIBIT "B"
 VENDOR'S RESPONSE AND PRICE SHEET



INVITATION TO BID

**NASSAU COUNTY BOARD OF COUNTY
 COMMISSIONERS**

Solicitation Title: Amelia Island Mowing Services	Issue Date: December 22, 2022
Solicitation Number: NC23-012-ITB	Project/Contract Duration: Two (2) year from contract effective date
Requesting Department: Road Department	Procurement Contact: Thomas O'Brien tobrien@nassaucountyfl.com
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Bid Due Date and Opening Date/Time: February 1, 2023 @ 10:00 AM	
Pre-Bid Date/Time: N/A	Deadline for Questions: January 25, 2023 @ 4:00 PM
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: North Florida Lawn Maintenance, Inc.		
Business Address: PO Box 910, Callahan, FL 32011		
Phone Number: 904-879-9812	Email: emily@nflawninc.com	FL License Number: n/a
Authorized Signature: 		Date: 2/9/2023
Printed Name of Signer: Emily Bailey		Title: Vice-President

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

ATTACHMENT "A"
REVISED
BID SHEET

ITEM 1	Amelia Island	ANNUAL COST
A	8 Cuts Per Year	\$ 84,420.00
B	Single Cut	Price Per Cut \$ 10,552.50
ITEM 2	Amelia Island Parkway	ANNUAL COST
A	Special 40 Cuts Per Year	\$ 92,160.00
B	Single Cut	Price Per Cut \$ 2,304.00
ITEM 3	High Pedestrian Areas	ANNUAL COST
A	16 Cuts Per Year	\$ 106,420.00
B	Single Cut	Price Per Cut \$ 6,651.25
ITEM 4	Amelia Concourse Landscape Maintenance (total annual cost)	\$ No Bid
ITEM 5	Optional: Cuts for Roads that may be Added During Contract Term	Cost Per Acre \$ 90.00

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: Emily Bailey (signature)
Name Emily Bailey (printed or typed)
Company Name: North Florida Lawn Maintenance, Inc.
Address PO Box 910
City, State, Zip Callahan, FL 32011
Phone Number 904-879-9812 Email Address emily@nflawninc.com

**ATTACHMENT "D"
ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-012-ITB</p>	<p>Addendum # <u>1</u> through # <u>7</u></p> <p>Date: 2/14/23</p>
<p>Signature of Person Completing:</p> <p><i>Emily Bailey</i></p>	
<p>Printed Name:</p> <p>Emily Bailey</p>	<p>Title:</p> <p>Vice-President</p>

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT "E"
EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the responsive and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** North Florida Lawn Maintenance, Inc.
 Address: PO Box 910
 City/State/Zip: Callahan, FL 32011
 Phone: 904-879-9812 Email: emily@nflawninc.com
 Name of primary contact responsible for work performance: Aaron Bailey
 Phone: 904-879-9812 Cell Phone: 904-813-5777
 Email: aaron@nflawninc.com

2. **INSURANCE:**
 Surety Company: n/a
 Agent Company: Cecil W. Powell & Co.
 Agent Contact: Susan Jordan
 Total Bonding Capacity: \$ n/a Value of Work Presently Bonded: \$ n/a

3. **EXPERIENCE:**
 Years in business: 21
 Years in business under this name: 21
 Years performing this type of work: 16
 Value of work now under contract: 6,125,000
 Value of work in place last year: 1,676,000
 Percentage (%) of work usually self-performed: 80%
 Name of sub vendors you may use: _____
 Has your firm: Failed to complete a contract: Yes No
 Been involved in bankruptcy or reorganization:
 _____ Yes _____
 No
 Pending judgment claims or suits against firm: Yes No

4. **PERSONNEL**
 How many employees does your company employ:
 Management 2 Full time _____ Part time

Site/Crew Supervisors ___ Full time ___ Part time Workers/Laborers 4 Full time 3 Part time
 Clerical Full time Parttime
 Other Full time ___ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: J & D Maintenance and Services
 Address: 4779 Phyllis St., Jacksonville, FL 32254
 Contact Person: Darnell Evans
 Phone: 904-384-8411 Email: qualitycontrol@janddmaintenance.com
 Project Description: City of Jacksonville ROW mowing
 Contract \$ Amount: 2,482,000
 Date Completed: 2018-2023

Reference #2:

Company/Agency Name: K and J Lawn Care
 Address: 7001 Cisco Gardens Rd, Jacksonville, FL 32219
 Contact Person: James Evans
 Phone: 904-379-8066 Email: kandjofficemanager@aol.com
 Project Description: City of Jacksonville ROW mowing

 Contract \$ Amount: 1,430,000
 Date Completed: 2018-2023

Reference #3:

Company/Agency Name: Teco Peoples Gas
 Address: 4040 Philips HWY, Jacksonville, FL 32207
 Contact Person: Jimmy White
 Phone: 904-219-5163 Email: jwhitejr@tecoenergy.com
 Project Description: Bush Hog Mowing of Gas Transition Lines
 Contract \$ Amount: \$650 per mile
 Date Completed: 2022-current

ATTACHMENT "F"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County Mowing NC23-012
2. This sworn statement is submitted by North Florida Lawn Maintenance, Inc (entity submitting sworn statement), whose business address is PO Box 910, Callahan, FL 32011 and its Federal Employee Identification Number (FEIN) is 59-3738287. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Emily Balley (please print name of individual signing), and my relationship to the entity named above is Vice-President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Emily Bailey
Signature

2/1/23
Date

State of: Florida

County of: NASSAU

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1 day of February, 2023 by Emily Bailey who is personally known to me or produced _____ as identification.

Susan A. Patterson
Notary Public

My commission expires: _____



**ATTACHMENT "G"
DRUG FREE WORKPLACE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
North Florida Lawn Maintenance, Inc. (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or bid, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Amulya Bailey
 Authorized Signature

2/1/23

Date Sign

State of: Florida

County of: Nassau

The preceding was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1st day of February 2023 by Emily Bailey who is personally known to me or produced as identification.

Susan A Patterson
Notary Public

My commission expires: _____





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

NC23-012-1TB
Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "H" E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Nassau County Mowing

Bid No./Contract No.: NC23-012

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that North Florida Lawn Maintenance, Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of North Florida Lawn Maintenance, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Emily Bailey
Print Name: Emily Bailey
Date: 2/1/23

STATE OF FLORIDA
COUNTY OF DASSAULT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2-1-2023 (Date) by Emily Bailey (Name of Officer or Agent, Title of Officer or Agent) of North Florida Lawn Maintenance (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Susana A. Patterson
Notary Public

Susana A. Patterson
Printed Name

My Commission Expires: _____



Amelia Island Mowing Services

- 5. Please reference Attachment "A" Price By Cuts. - What price goes in this box? Please clarify if you are asking for a TOTAL (total price of all cuts) of what 6 cuts (and 8 and 16) would cost if mowed 6, 8 or 16 times OR if you want to know what a single cut (put single cut price in all boxes) if we cut it 6, 8, or 16 times? Are all the boxes a SINGLE cut price (no totals) or do you want the total of what 6, 8, or 16 cuts would cost. The reason we ask is because some companies may charge less for EACH CUT if they cut it more often and charge more EACH CUT (because its more work) if they cut it less often.

Answer: No pricing is requested for Attachment "B". The County has revised Attachment "B" to show acreage total only and included it with this addendum.

Additional Scope:

The County has added the scope for maintenance services of Amelia Island Concourse to this bid.

Attachments:

- 1. Scope of Services for Amelia Island Concourse
- 2. Revised Attachment "A" – Bid Price Sheet
- 3. Revised Attachment "B" - Total Acreages for County Mowed Roads
- 4. List of County Mowed Roads – ATTACMENT C-1, C-2, AND C-3.
- 5. Attachment "C-4" List of County Roads Not Mowed

The bid due date and opening rescheduled to: February 16, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name North Florida Lawn Maintenance, Inc.

Vendor Signature: Emily Bailey Date: 02/09/2023

End of Addendum #5



Company ID Number: 1706887



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and North Florida Lawn (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer North Florida Lawn Maintenance, Inc.	
Name (Please Type or Print) Emily Bailey	Title
Signature Electronically Signed	Date 06/18/2021
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/18/2021



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	North Florida Lawn Maintenance, Inc.
Company Facility Address	450124 State Road 200 Callahan, FL 32011
Company Alternate Address	PO Box 910 Callahan, FL 32011
County or Parish	NASSAU
Employer Identification Number	593738287
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Emily Bailey
Phone Number 9048799812
Fax 9046280173
Email emily@nflawninc.com

Name Emily Bailey
Phone Number 9048799812
Fax 9046280173
Email emily@nflawninc.com



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This list represents the first 20 Program Administrators listed for this company.

NORTH  FLORIDA
LAWN MAINTENANCE

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Our company is not required to hold any special permits or licenses in Florida or Nassau County.

**EXHIBIT "C"
INSURANCE REQUIREMENTS**

Exposure Category M

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

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

Exposure Category M

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). Address: 96135 Nassau Place, Suite 2, Yulee, FL 32097.**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

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

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

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

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

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

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