

CS-23-238

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3594

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Parks & Recreation Contact Person: E. Burton / J. Robertson
 Telephone: (904) 530-6125 Email: eburton@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Florida Carter Corporation
 Address: 3030 Monument Bay Road
 City: St. Augustine State: FL Zip Code: 32092
 Vendor's Administrator Name: James D. Carter III Title: VP
 Telephone: (904) 262-2402 Email: jamesdcarter3@gmail.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: James D. Carter III
 Authorized Signatory Email: jamesdcarter3@gmail.com
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Nassau Crossing Park Soccer Field Sod and Irrigation Services
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Sod and irrigation installation services for the soccer field at Nassau Crossing Park
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$305,700.00 (Estimate if necessary)
 Account Number: 1) 61153572-563710 C0088; 2) 61008572-563710 C0088; 3) 68075572-563710 C0088
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: _____
 Risk Manager Initials: AM 1/5/2024

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Doug Podiak</u> 1/5/2024
Department Head/Contract Manager Date | 3. <u>Nassau Adams</u> 1/5/2024
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacata</u> 1/5/2024
Office of Mgmt. & Budget Date | 4. <u>Denise C. May</u> 1/10/2024
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Popey AICP 1/10/2024
County Manager Date

1/5/2024

Be 12/18/23

CONTRACT FOR SOD AND IRRIGATION INSTALLATION 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 **Florida Carter Corporation**, located at 3030 Monument Bay Road, St. Augustine, FL 32092, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for sod and irrigation installation services, on or about October 18, 2023. Said services are more fully described in the County’s Request for Proposal (“RFP”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s RFP, numbered NC23-038R-RFP, 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; and

WHEREAS, the Vendor desires to render certain services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those services; and

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 REQUEST FOR PROPOSAL ("RFP"), NC23-038R-RFP, AS MODIFIED BY ADDENDA; AND

Exhibit B VENDOR'S RESPONSE AND PRICE SHEET.

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 RFP*, 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 RFP* 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 Three Hundred Five Thousand, Seven Hundred Dollars and 00/100 (\$305,700.00) for the goods and/or services referenced in Exhibit(s) "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 the Public Works Director or designee, invoices@nassaucountyfl.com and jkirkland@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 Public Works Director, 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 *ninety (90) days from date of an issued work authorization*. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. 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. Reserved.

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 "A". 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: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, FL 32011

Vendor: Florida Carter Corporation
Attn: James D. Carter III
3030 Monument Bay Road
St. Augustine, FL 32092

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.

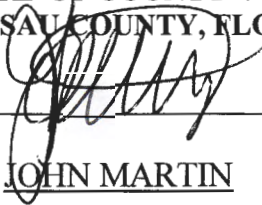
SECTION 39. Change of Laws.

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. 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.

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

Contract No.: CM3594

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



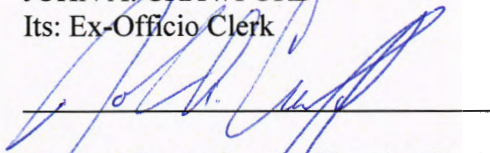
By: JOHN MARTIN

Its: Chairman

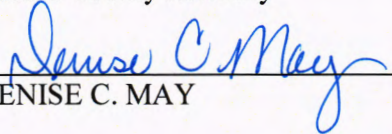
Date: 2-12-24

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

FLORIDA CARTER CORPORATION

James D. Carter III

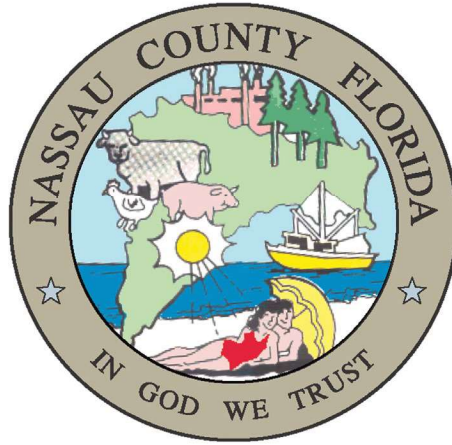
By: James D. Carter III

Its: Vice President

Date: 1/9/2024

NASSAU COUNTY FLORIDA

**EXHIBIT "A"
COUNTY'S REQUEST FOR
PROPOSAL ("RFP"), NC23-038R-RFP,
AS MODIFIED BY ADDENDA**



REQUEST FOR PROPOSAL (RFP) Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services

RFP NO. NC23-038R-RFP

PROPOSALS ARE DUE NOT LATER THAN

October 18, 2023 at 10:00 A.M.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from licensed, qualified, and experienced companies capable of providing sod and irrigation installation services for the soccer field at Nassau Crossing Park located at 77500 William Burgess Boulevard, Yulee, FL 32097 in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

1.2 PROCUREMENT METHOD:

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

1.4 PROPOSAL DOCUMENTS:

This document and subsequent addendums, if any, can be downloaded electronically via the County's electronic bidding platform ([PlanetBids](#)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, the work shall be completed within ninety (90) calendar days from the date of contract execution by both the County and the awarded Vendor and issuance of Notice to Proceed.

1.6 PUBLIC ENTITY 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer 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.

1.7 CONFLICT OF INTEREST:

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee

working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2: SCOPE OF SERVICES

2.1 SCOPE OF SERVICES:

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "A" Scope of Services.

SECTION 3: INSTRUCTIONS RESPONDENTS

3.1 RFP SCHEDULE OF EVENTS:

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	September 8, 2023	
Pre-Bid Meeting	September 20, 2023	9:00 AM ET
County Formal Response to Pre-Bid Posted to PlanetBids	September 29, 2023	
Deadline for Questions	October 6, 2023	by 4:00 PM ET
County Responses to Questions Posted to PlanetBids	October 13, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	October 18, 2023	by 10:00 AM ET
Evaluation Committee (Evaluate/Rank Firms)	Week of October 30 – November 3	TBD
Presentations (if applicable)	Week of November 6 – November 10	TBD
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted electronically via the County's electronic bidding platform ([PlanetBids](https://pbsystem.planetbids.com/portal/49083/bo/bo-search)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.**

3.3. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.

- Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
- Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
- Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Brittany Contardi, Senior Procurement Specialist
Procurement Department
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6042
Email: bcontardi@nassaucountyfl.com

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the seventy-two (72) hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

3.5 QUESTIONS/CLARIFICATIONS:

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#).

3.7 PRE-PROPOSAL MEETING: The pre-bid meeting shall be held at the Nassau Crossing Park, 77500 William Burgess Blvd., Yulee, FL 32097 on date and time specified in Section 3.1.

3.8 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

3.9 INSURANCE REQUIREMENTS: Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

3.10 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

SECTION 4: PROPOSAL CONTENT

4.1 RESPONSE FORMAT: To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Knowledge and Qualifications

Respondents should include:

- a brief description of your firm’s organization, structure, and philosophy.
- Firm’s years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 –Delivery and Approach

- Describe the delivery plan including the communication plan, how services will be managed.
- Include examples of staff reports.
- Include any innovative approaches to providing the described services.

TAB 5 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent’s performance of those contracts and the information obtained may be considered in evaluating Respondent’s proposal.

TAB 6 – Cost

Lump sum rate for services using Exhibit “B” attached. The lump sum rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

TAB 7 – Attachments/Administrative Information

All Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITERIA

- 5.1 PROPOSAL EVALUATION:** The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- 5.2 EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- 5.3** The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- 5.4 EVALUATION CRITERIA:** A one hundred (100) point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Understanding the RFP Scope of Services	25
Knowledge and Qualifications of Firm	25
Experience of Firm and References	35
Cost	15

- 5.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.6** If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD:

The County's Parks and Recreation Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

(The remainder of this page is intentionally left blank.)

EXHIBIT “A”
SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall provide Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services, more specifically, including but not limited to:

- A1.** Vendor shall provide a proposed mobilization and field staging, and a proposed project schedule once the County issues its notice to proceed.
- A2.** Reclaimed water parts should be used for these services.
- A3.** Sod and irrigation services shall include:
 - A3.1** Supply and installation of one hundred fifty thousand (150,000) square feet of Bermuda Sod to soccer field and outer edges;
 - A3.1.1** All turf and materials provided by the Vendor shall be fully warranted from the date of the Country’s acceptance for a period of thirty (30) calendar days.
 - A3.1.2** Sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws and shall be free of noxious weeds and exotic pest plants.
 - A2.1.3** Sod shall be a minimum of 1 1/4 inch thick inclusive of a 3/4-inch-thick layer of roots and topsoil. The sod shall be live, fresh, and uninjured. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling and to secure a dense stand of live turf.
 - A3.2** Installation of additional irrigation zones shall allow for maximum coverage of newly installed sod areas.
 - A3.2.1** Installation of additional irrigation zones may be accomplished through various methods. Two of those identified methods are:
 - A3.2.1.1** **OPTION A** - Tying into the existing control panel located at the park’s restroom building, as shown in **Attachment “III”**. This would require for each zone to use decoders as it is a two-wire system; or
 - A3.2.1.2** **OPTION B** - Install a new stand alone, single wire system in the soccer field footprint. Additional power shall be provided by the County based on the designated location of the new panel.

- A3.2.2 **OPTION C** - Vendor may provide a written proposal of another method to the County for approval.
- A3.3 Vendor shall ensure all materials are compatible with the County’s existing irrigation system as shown in **Attachment “III”**.
- A3.3.1 Comparable substitutions may be submitted with Bidder’s response to the County for review.
- A3.4 Vendor shall provide any necessary soil additives needed to ensure proper establishment/growth.
- A3.4.1 Vendor shall provide a list of any proposed soil additives and any associated data sheets.
- A3.5 Vendor’s proposal shall meet the requirements of the William Burgess Overlay District Context and Connectivity Blueprint, which is available on the County’s website (<https://www.nassaucountyfl.com/1226/William-Burgess-Overlay-District>).
- A4.** Sod and irrigation services shall consist of furnishing of all material, equipment, and labor for the installation and testing of a complete, operational irrigation system.
- A5.** Vendor shall provide and install tracing wire for all new zones.
- A6.** Vendor shall provide and install fine grading which shall not include any fill or heavy grading/site work.
- A7.** Vendor shall install turf to conform to the irrigation zone layout, lightly watering immediately after installation of each zone.
- A8.** Vendor shall use proper equipment to prevent damage to turf or grade.
- A9.** At completion of each area of turf work, Contractor shall remove all debris, equipment, and surplus materials, including but not limited to sod netting. All material removed shall be disposed of off-site by the Contractor.
- A10.** Vendor shall purchase all materials including underground infrastructure and above ground fixtures.
- A11.** Vendor shall be responsible for any repairs to asphalt or any other current park amenities damaged during installation.
- A12.** During installation of turf, Vendor shall consult with the County for inspection and approval of work quality when the soccer field has been deemed by the Vendor as ready for use. In the event the County, in its sole discretion, determines there is unsatisfactory

work, Vendor shall be responsible for replacing and/or repairing those areas specified by the County. Replacement and/or repairs shall be at no additional cost to the County.

- A13.** County shall have the right to reject sod that is of unacceptable quality in the sole opinion of the County.
- A14.** Vendor shall install the sod to form a solid mass. Sod should be laid tightly together and not be laid on top of other sod or overlap corners.
- A15.** Vendor shall coordinate their proposed installation schedule with the Parks and Recreation representative, providing no less than twenty-four (24) hours' notice of installation date.
- A16.** Vendor shall make note all existing conditions thoroughly on site. If the Vendor identifies any existing conditions of concern, Vendor shall immediately notify the Parks and Recreation representative.
- A17.** Vendor shall provide updated plans to the County after installation services are complete.

B. Business Hours and Holidays:

- B1.** These services shall be conducted during the hours of Monday through Friday between 8:00am and 5:00pm EDT/EST, unless prior arrangements are agreed upon by both parties.
- B2.** These services shall follow the County's Holiday schedule. To view the County's current Holiday Schedule, including the days of observance, please visit the County's website (<https://www.nassaucountyfl.com/31/For-Residents>).
- B2.1** The following is a list of holidays on which contract services will not be performed unless advanced, written approval is provided to the Vendor from the County:
- New Year's Day
 - Martin Luther King, Jr. Birthday
 - Good Friday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day

- C. Equipment:** Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must be in good,

safe operating condition at all times. The County may inspect the equipment prior to awarding the bid, and anytime during the course of the resulting contract. All safety devices shall be properly installed and maintained at all times the equipment is in use.

D. Limitation of Operations:

- D1. No equipment shall be left on the road right-of-way overnight or the median, regardless of right-of-way or median width.
- D2. With prior written approval from the County and at the Vendor's risk, it may be possible for the Vendor to leave equipment overnight on County property other than road right-of-ways or medians. The County will not be held responsible for damage or theft of equipment left overnight on County property.
- D3. Vendor shall preserve from damaging any property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
- D4. Vendor shall immediately notify the County of damages if they occur.
- D5. Any damages occurring to such properties shall be immediately repaired at the expense of the Vendor to a condition equal to or better than that existing before such damage occurred.
- D6. Vendor shall not enter onto private property while conducting work for the County without the written consent of the private property owner.

E. Specifications:

- E1. Work shall commence after the approval of the Parks and Recreation representative and the issuance of an executed work authorization or purchase order.
- E2. Prior to commencing work, the vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the Parks and Recreation representative.
- E3. All precautions must be taken to ensure no damage to surrounding landscape, structures, or amenities will occur. Any damages to surrounding landscape, structures, or amenities shall be the responsibility of the Vendor to repair or replace to existing or better conditions.
- E4. Work shall be scheduled with minimal disruption to the surrounding landscape, structures or amenities, as determined by the County.
- E5. All debris removed from these processes shall be removed or placed in appropriate containers as directed by the Parks and Recreation representative.

F. County's Responsibilities:

- F1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.
- F2. All work shall be done subject to the supervision and direction of the Parks and Recreation representative who shall have access to all of the work.
- F3. Parks and Recreation representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the contract; for failure to carry out orders; for such periods as the Parks and Recreation representative deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- F4. Parks and Recreation representative will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.

G. Vendor's Responsibilities:

- G1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.
- G2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- G3. Vendor shall maintain a clean and safe work environment.
- G4. Vendor shall control any vehicles and tools so not to affect any vehicles, pedestrians, or residents within the job site.
- G5. Vendor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the Vendor shall remove all waste materials and debris from around the worksite.
- G6. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of his/her fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to Parks and Recreation representative as soon as possible.
- G7. Vendor is responsible for locating all underground utilities before the commencement of work.
- G8. Vendor shall obtain written consent of the private property owner when having to enter private property to complete work.

- G9. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- G10. Vendor shall designate a supervisor as a contact person and provide the county with this person's phone number and email address. This supervisor shall be available to tour work areas within twenty-four (24) hours of completion.
- G11. Vendor shall provide a contact phone number and email for the services as described in this solicitation. Calls shall be returned within twenty-four (24) hours, Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.
- G12. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.
- G13. Vendor shall be responsible for thoroughly reviewing of all plans and specifications affecting any work assigned.
- G14. Vendor shall notify the Parks and Recreation representative concerning any conflicts or deviations immediately. Vendor shall not proceed until written approval is received from the Parks and Recreation representative.
- G15. Vendor shall be responsible for providing a safe work area, proper barricades, warning signage, caution tape, temporary fencing and so forth to ensure that Vendor's personnel, faculty, and residents are not subject to safety violations. At no time should there be unsupervised, exposed and/or energized electrical wiring, panels, or equipment which would be accessible to the public. Overhead work repairs and installation projects must not be made or installed in an unsecured work area or while unauthorized persons are below. All excavation drilling areas must be effectively barricaded and/or fenced off to safely prohibit entry into the work area and the fenced off areas must be maintained until the completion of the project.
- G16. Vendor shall be responsible for storing and protecting all materials from injury prior to installation. Vendor shall not store materials directly on the ground or floor and keep as clean and dry as possible and free from damage or deteriorating elements.
- G17. Vendor shall NEVER install damaged materials.
- G18. Vendor shall provide ground fault protection in all temporary service.

- G19. Vendor shall ensure manufacturer's nameplates are in a visible location for each major component of equipment with manufacturers name, address, model number and rating.
- G20. Vendor shall provide two indexed, bound copies of all maintenance manuals, wiring diagrams, control panel interconnect diagrams, and the individual module wiring diagrams supplied with the control panel including all proprietary components and information. This submittal will be followed by a final revised submittal showing field adjustment, when required.
- G21. Vendor shall notify the appropriate Parks and Recreation representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- G22. Vendor shall thoroughly document work assignments upon arrival and upon assignment completion through photographs. Subsequent documentation shall be provided to the Parks and Recreation representative within twenty-four (24) hours of assignment completion.
- G23. In case of an emergency which threatens injury or loss of property and/or injury to life or persons, the Vendor shall promptly take such action, without previous instructions from the Parks and Recreation representative as the situation may reasonably warrant. Vendor shall notify the Parks and Recreation representative immediately thereafter.
- G24. Vendor must abide by all applicable safety practices and precautions including, but are not limited to:
- Occupational Safety and Health Administration
 - National Safety Council's Accident Prevention Manual for Industrial Operations
 - American National Standards for Personnel Protection
- G25. Vendor must abide by any local, state, or federal laws and regulations.
- G26. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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**EXHIBIT “B”
PRICE SHEET**

Vendor shall provide Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services in accordance with Exhibit “A”, Scope of Services at the price below.

OPTION A	
DESCRIPTION	TOTAL LUMP SUM PRICE
Existing Control Panel Tie In	\$

OPTION B	
DESCRIPTION	TOTAL LUMP SUM PRICE
Stand Alone, Single Wire System	\$

OPTION C	
DESCRIPTION	TOTAL LUMP SUM PRICE
Vendor’s Proposed Alternative Method	\$

Lead Time after contract execution and issuance of Notice to Proceed _____ calendar days. Note, Lead Time shall not exceed ninety (90) calendars days.

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

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

INSURANCE REQUIREMENTS**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.

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).**
 - **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.

**ATTACHMENT “I”
DRAFT CONTRACT**

CONTRACT FOR *** 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 _____, located at _____, hereinafter referred to as the “Vendor”.

WHEREAS, the County received _____ for _____ goods and/or services, on _____ at _____ ; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Contract Exhibits.

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

Exhibit A VENDOR’S RESPONSE PRICE SHEET

Exhibit B TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Exhibit C INSURANCE DOCUMENTS**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 *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Technical Specifications/Scope of Work* 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 **XXXX** for the goods and/or services referenced in Exhibit(s) 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 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 [REDACTED]. The term of this Contract may be extended in [REDACTED] () year increments, for up to [REDACTED] () additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 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 "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 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: [Department Contact]

96135 Nassau Place

Yulee, Florida 32097

Vendor: [Vendor Address]

[Vendor Address]
Attn: [Vendor Contact Person]

[Vendor Address]

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. 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.

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: _____
Its: _____
Date: _____

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

[VENDOR NAME]

By: _____
Its: _____
Date: _____

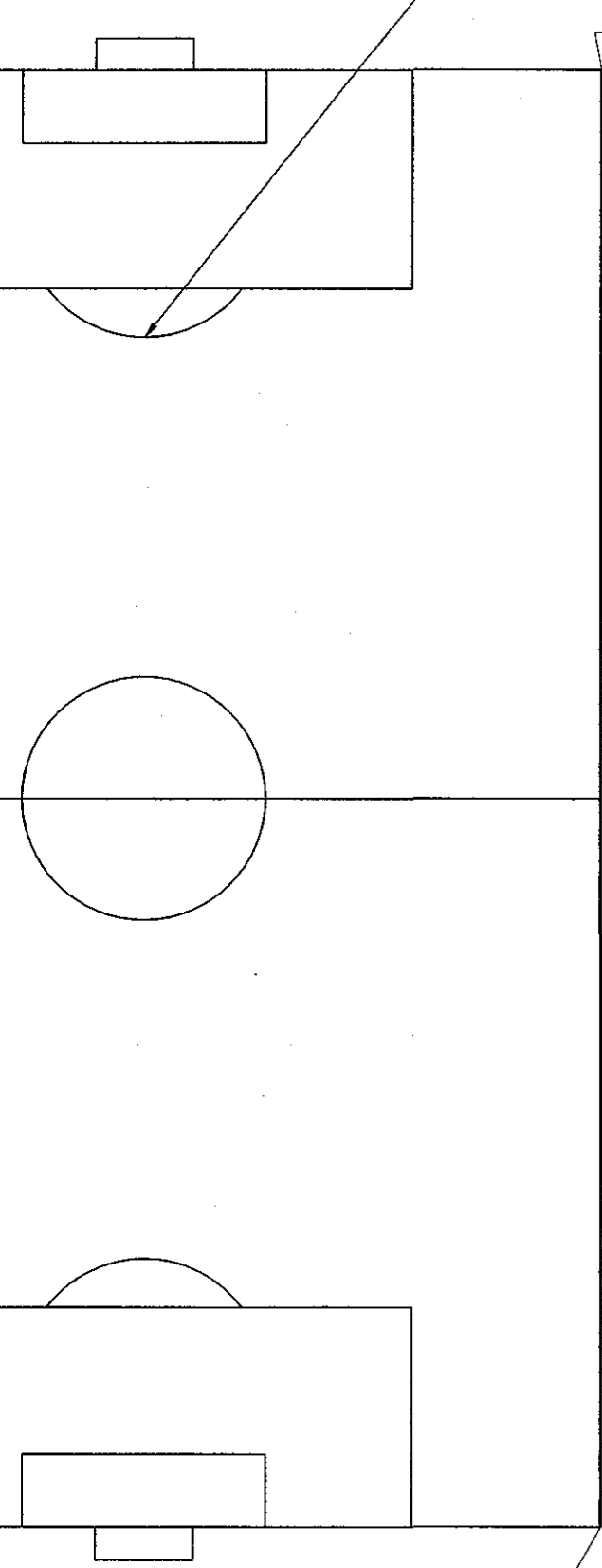
ROAD

PHASE 2-Install Additional Conc. to make Walk 10' wide
-Match color and texture of existing

Asphalt Path

* Multi-Use Fields - Youth Soccer
Phase 3

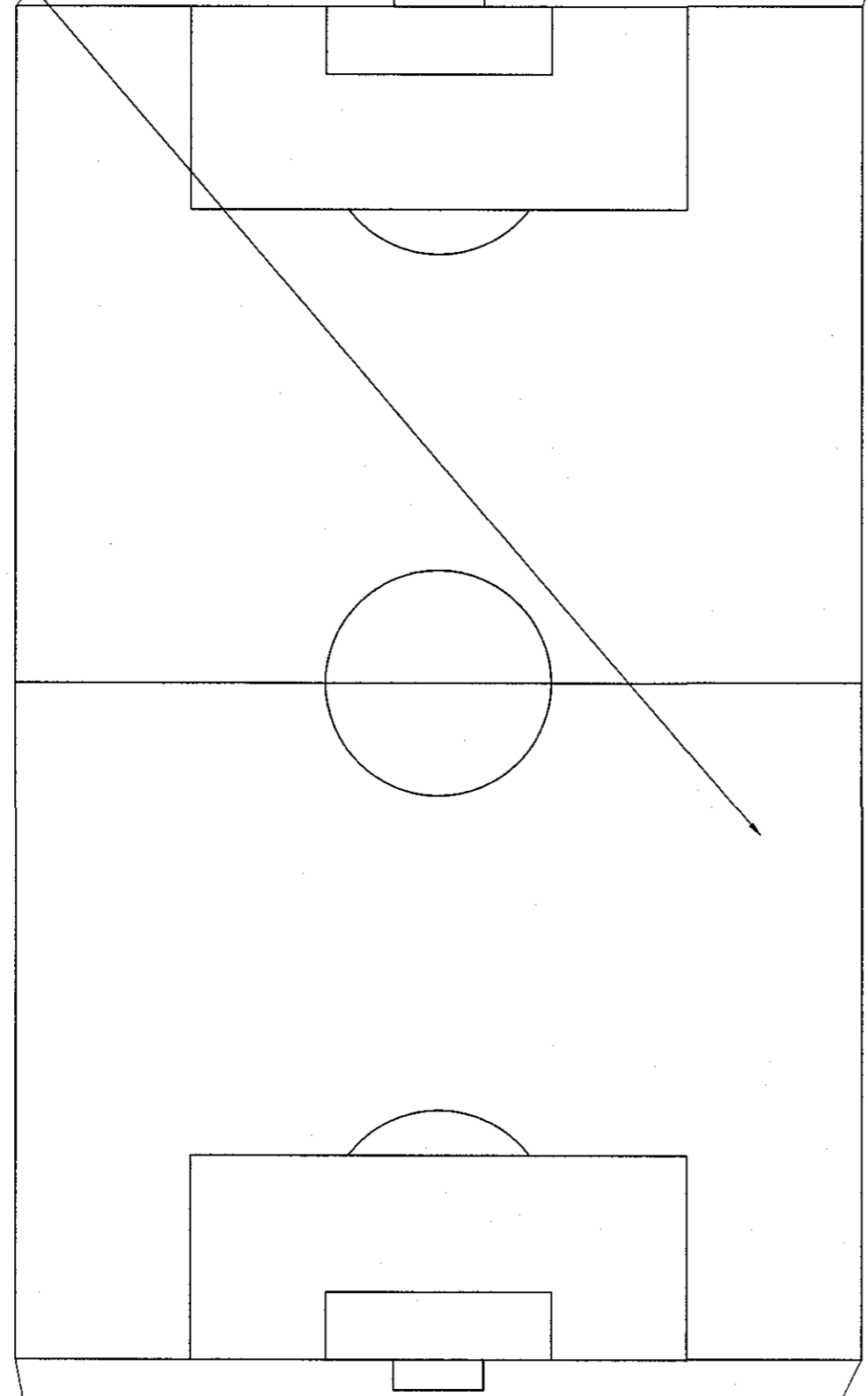
Fitness Station
Phase 3



N 2283779.90
E 466784.87

N 2283779.90
E 466814.87

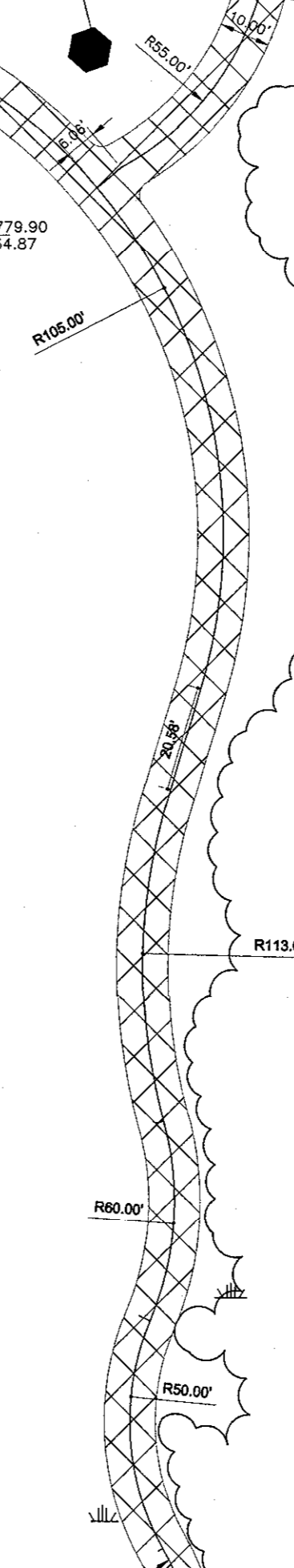
N 2283779.90
E 466964.87



N 2283539.90
E 466784.87

N 2283539.90
E 466814.87

N 2283539.90
E 466964.87



10.00'

R55.00'

R105.00'

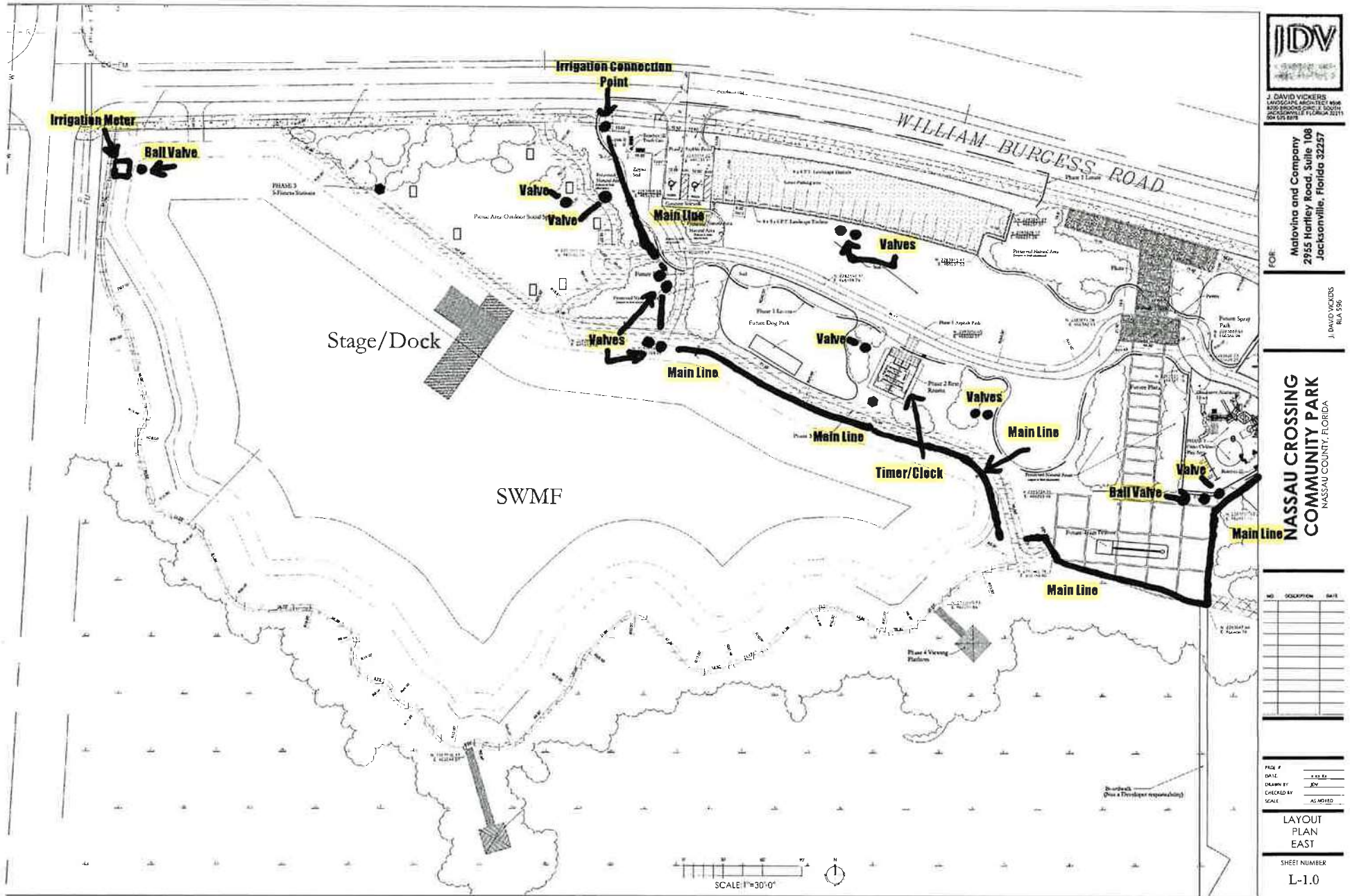
20.00'

R113.00'

R60.00'

R50.00'

ATTACHMENT "III" EXISTING IRRIGATION



J. DAVID VICKERS
LANDSCAPE ARCHITECT #906
8000 BIRCHWOOD CIRCLE, SUITE 100
JACKSONVILLE, FLORIDA 32211
904.676.8188

FOR: Malovina and Company
2955 Hartley Road, Suite 108
Jacksonville, Florida 32257

J. DAVID VICKERS
R.L.A. 1996

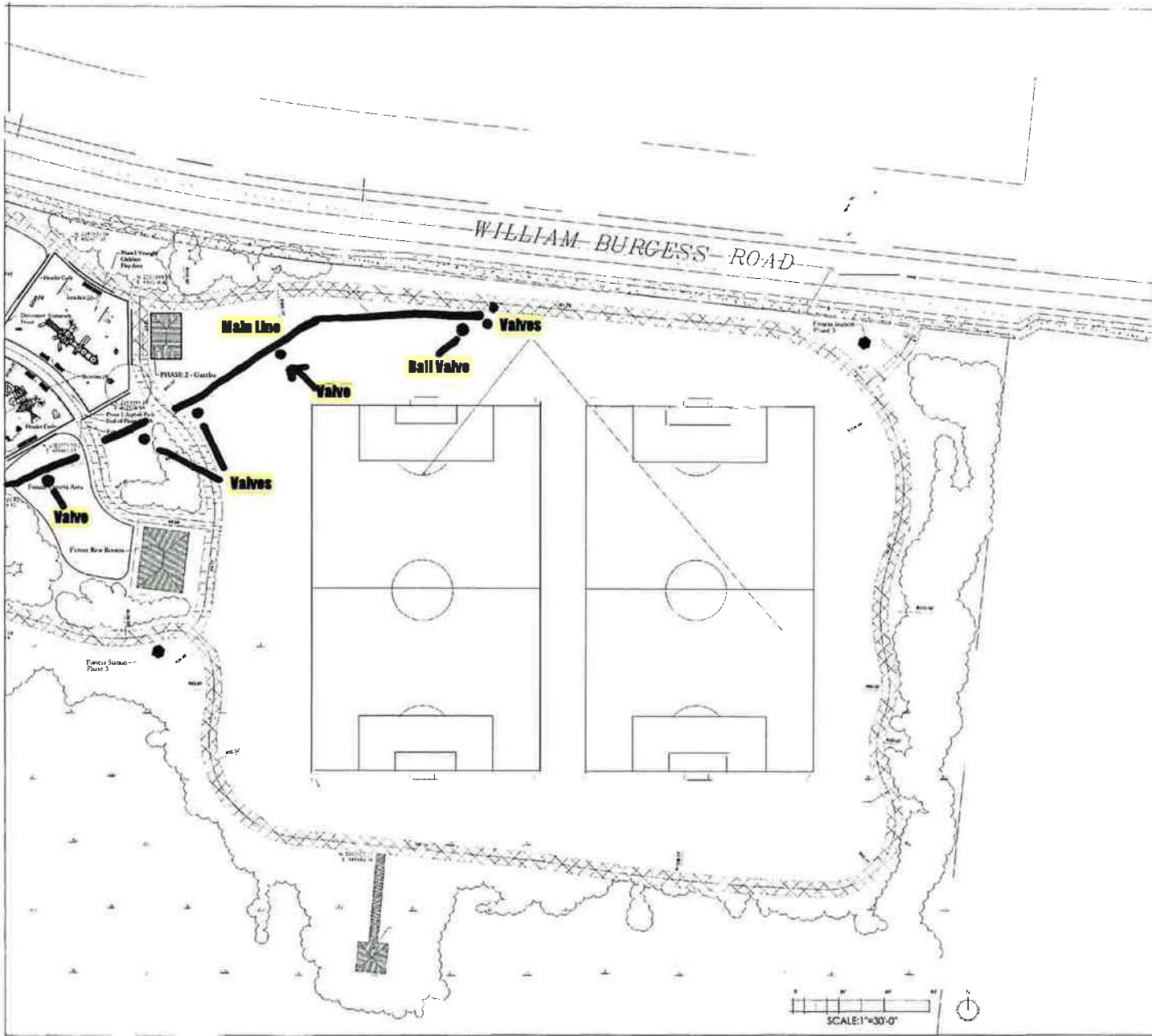
**NASSAU CROSSING
COMMUNITY PARK**
NASSAU COUNTY, FLORIDA

NO.	DESCRIPTION	DATE

PAGE # _____
DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: AS NOTED

LAYOUT
PLAN
EAST

SHEET NUMBER
L-1.0



J. DAVID VICKERS
LANDSCAPE ARCHITECT # 186
2200 BROAD CREEK SOUTH
JACKSONVILLE, FLORIDA 32217
904 222 0919

To: **Malovina and Company**
2955 Hartley Road, Suite 108
Jacksonville, Florida 32257

J. DAVID VICKERS
R.L.A. 586

**NASSAU CROSSING
COMMUNITY PARK
PHASE 1**
NASSAU COUNTY, FLORIDA

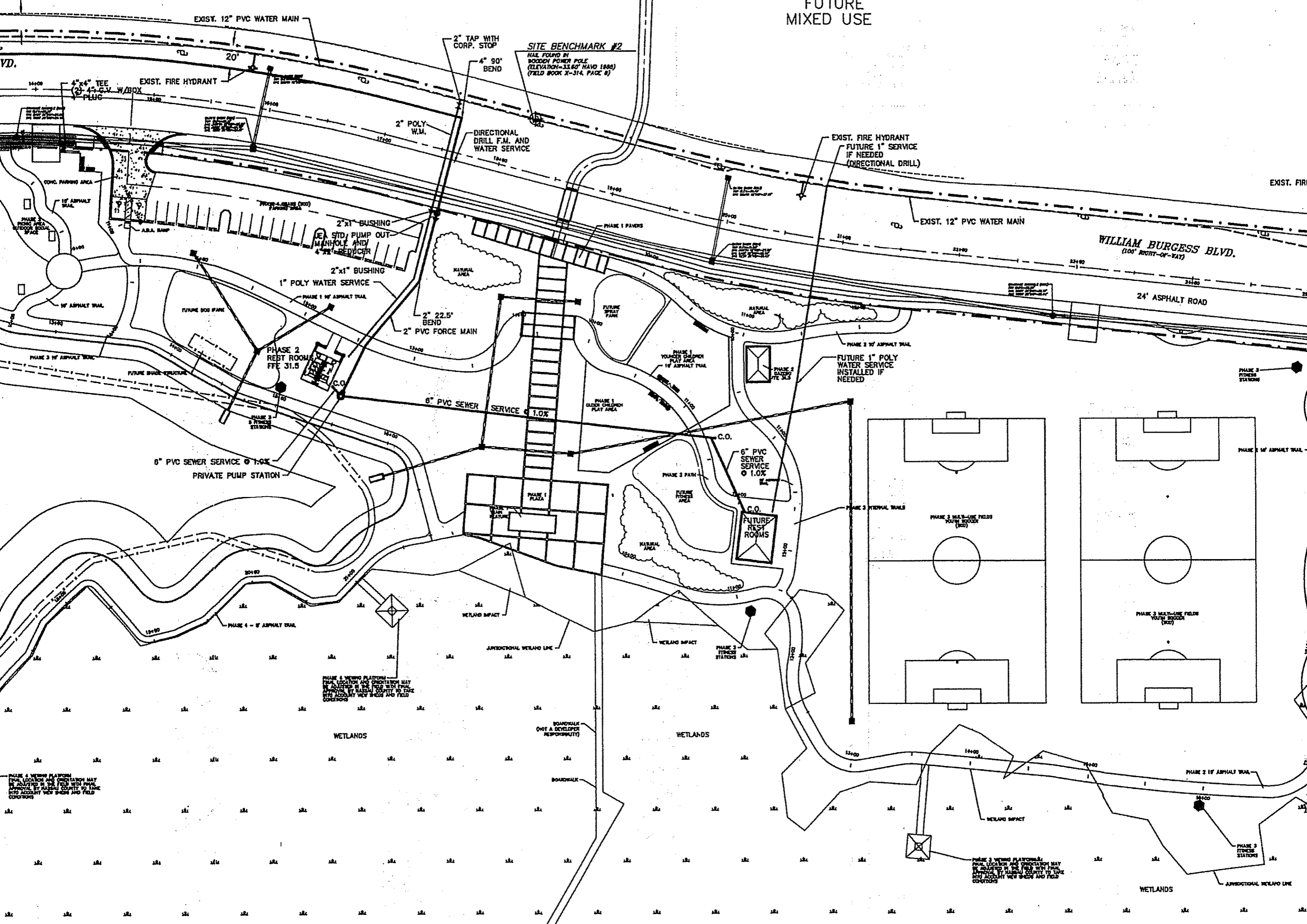
NO.	DESCRIPTION	DATE

FIG. # _____
DATE _____
DRAWN BY _____
CHECKED BY _____
SCALE AS NOTED

**LAYOUT
PLAN
EAST**

SHEET NUMBER
L-1.1

FUTURE MIXED USE



SITE BENCHMARK #2
NAIL FOUND IN
WOODEN POWER POLE
(ELEVATION=33.60' NAVD 1885)
(FIELD BOOK X-314, PAGE 8)

WILLIAM BURGESS BLVD.
(100' RIGHT-OF-WAY)

PHASE 4 WETLAND PLATFORM
FINAL LOCATION AND ORIENTATION MAY
BE DETERMINED BY THE FIELD WITH FINAL
APPROVAL BY HARRIS COUNTY TO TAKE
INTO ACCOUNT VIEW SHEDS AND FIELD
CONDITIONS

PHASE 3 WETLAND PLATFORM
FINAL LOCATION AND ORIENTATION MAY
BE DETERMINED BY THE FIELD WITH FINAL
APPROVAL BY HARRIS COUNTY TO TAKE
INTO ACCOUNT VIEW SHEDS AND FIELD
CONDITIONS

Phase 2 Trails
(10' wide, 1" asphalt over compacted
subgrade LBR 40)

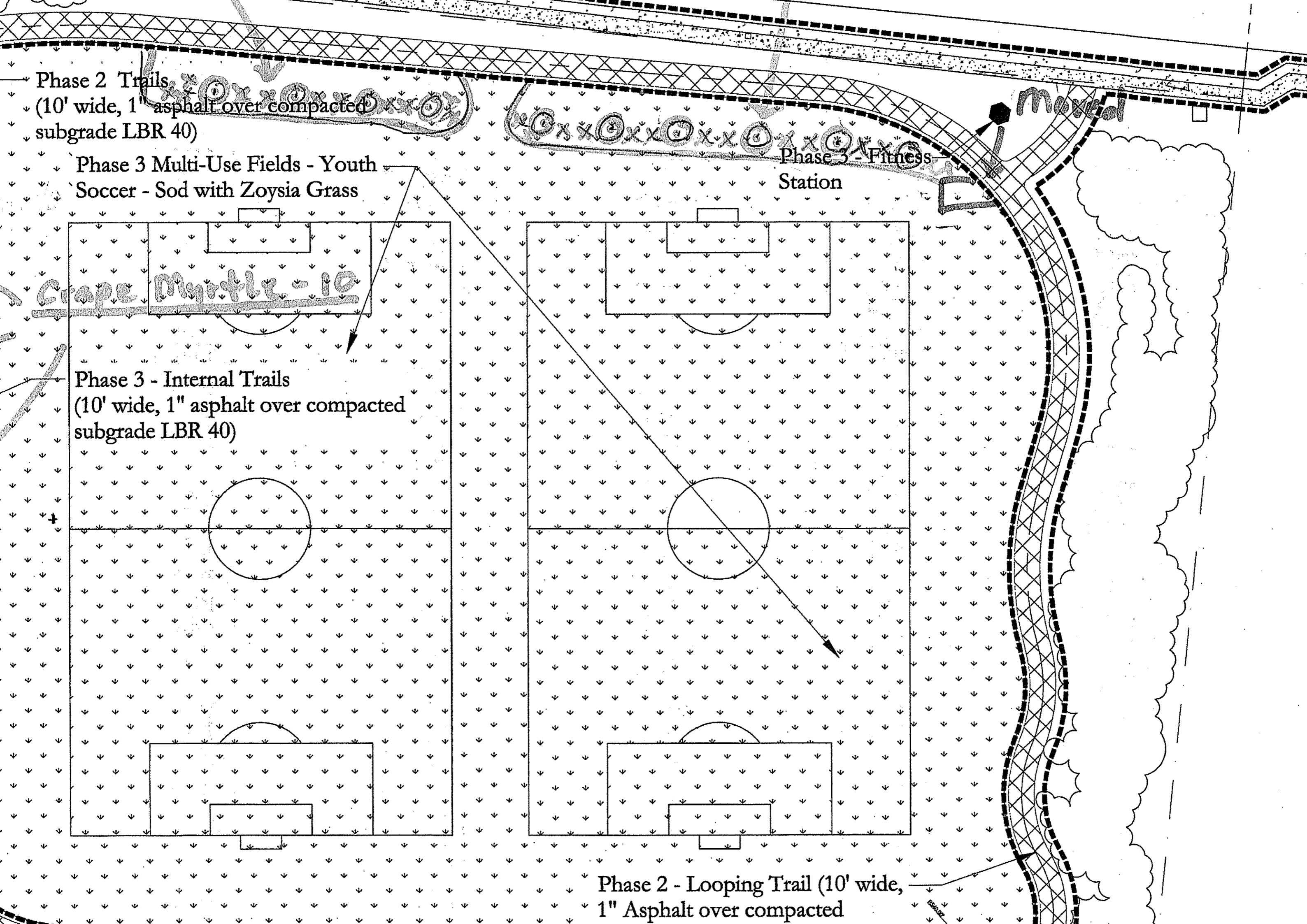
Phase 3 Multi-Use Fields - Youth
Soccer - Sod with Zoysia Grass

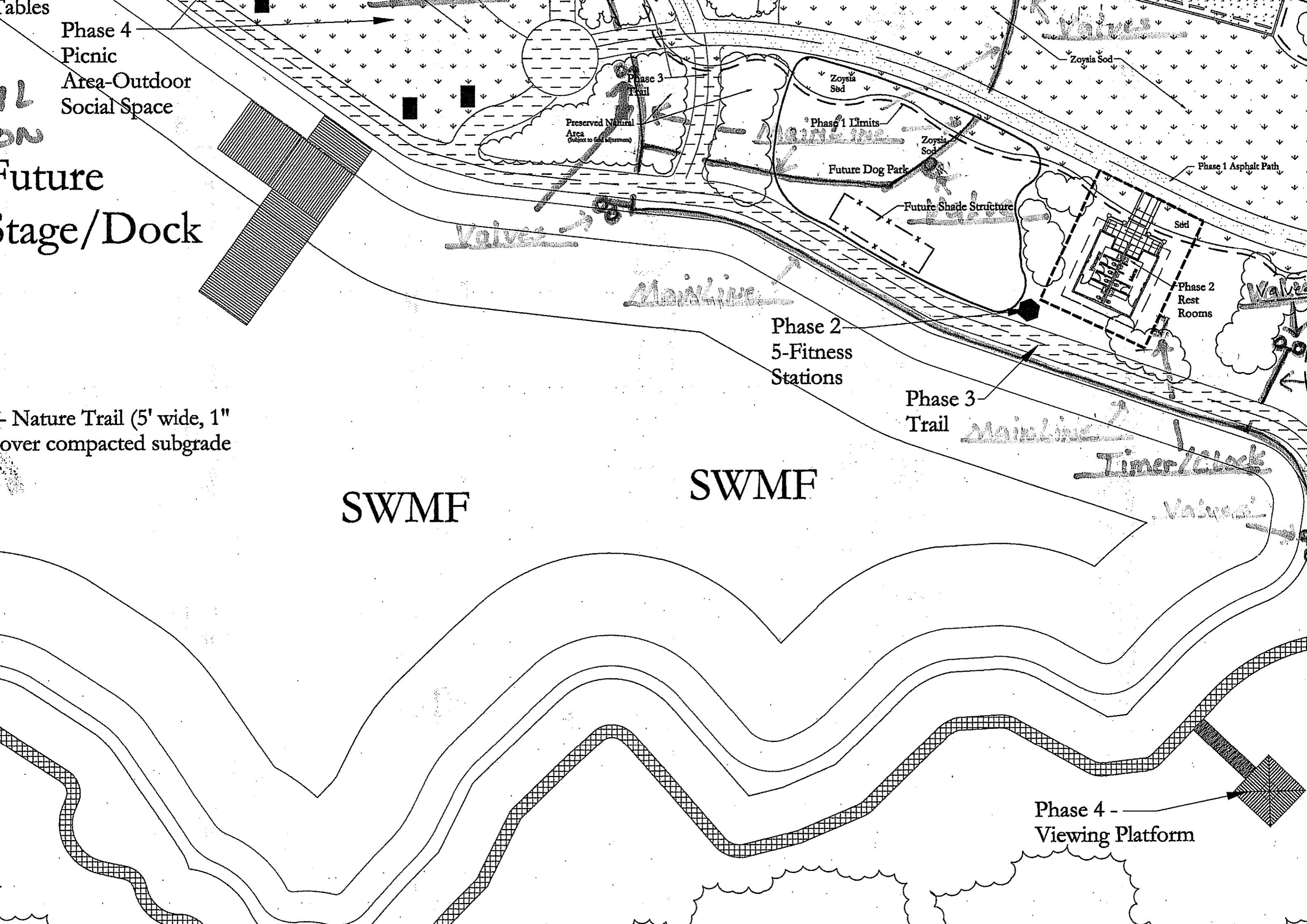
Phase 3 - Fitness
Station

Grape Myrtle - 10

Phase 3 - Internal Trails
(10' wide, 1" asphalt over compacted
subgrade LBR 40)

Phase 2 - Looping Trail (10' wide,
1" Asphalt over compacted





Phase 4
Picnic
Area-Outdoor
Social Space

Future
Stage/Dock

- Nature Trail (5' wide, 1" over compacted subgrade

SWMF

SWMF

Phase 4 -
Viewing Platform

Phase 2 Asphalt Path

*Multi-Use Fields - Youth Soccer
Phase 3

Valves

Ball Valve

Fitness Station
Phase 3

PHASE 2-Install Additional Conc. to make Walk 10' wide
-Match color and texture of existing

N 2283779.90
E 466784.87

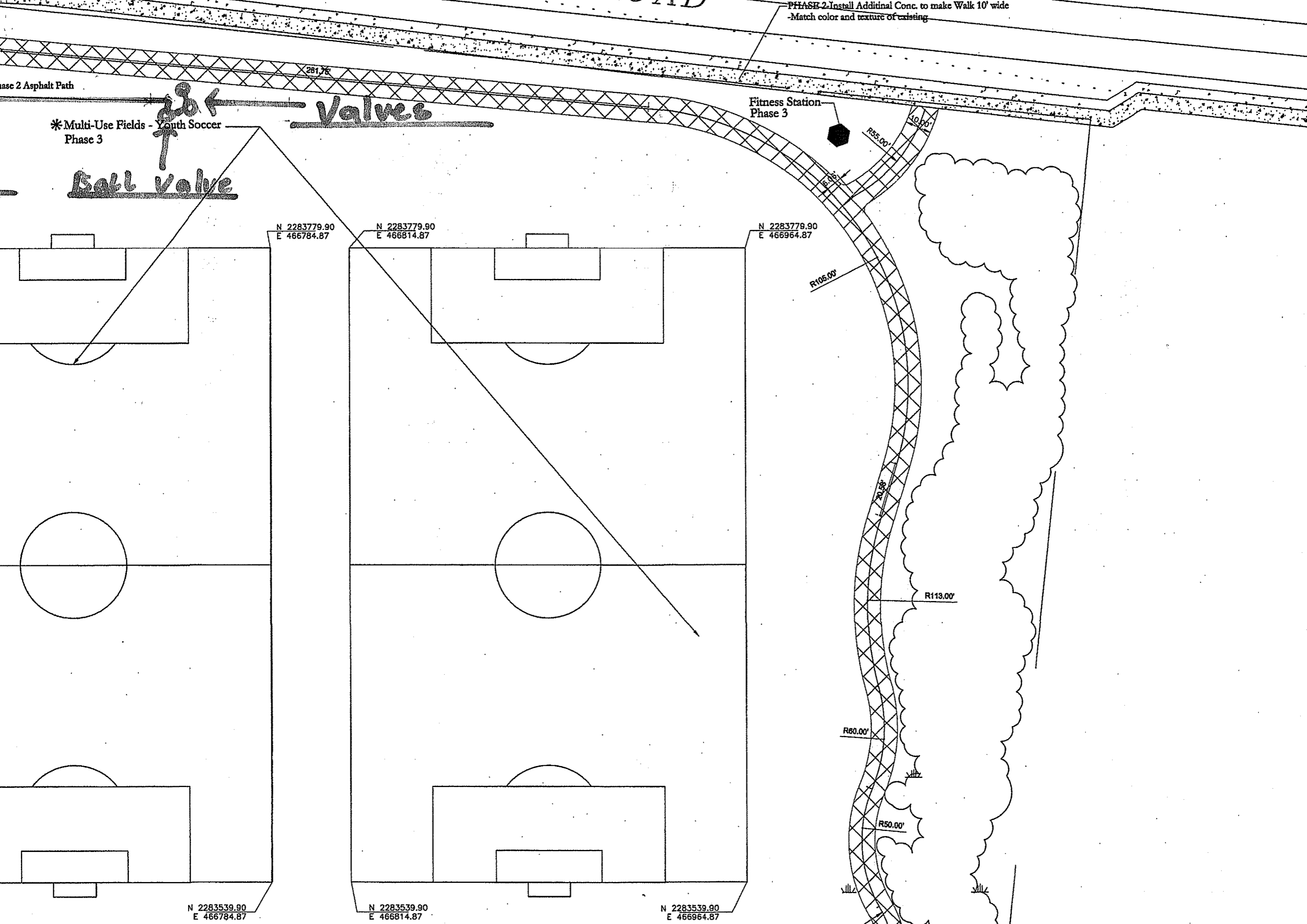
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E 466814.87

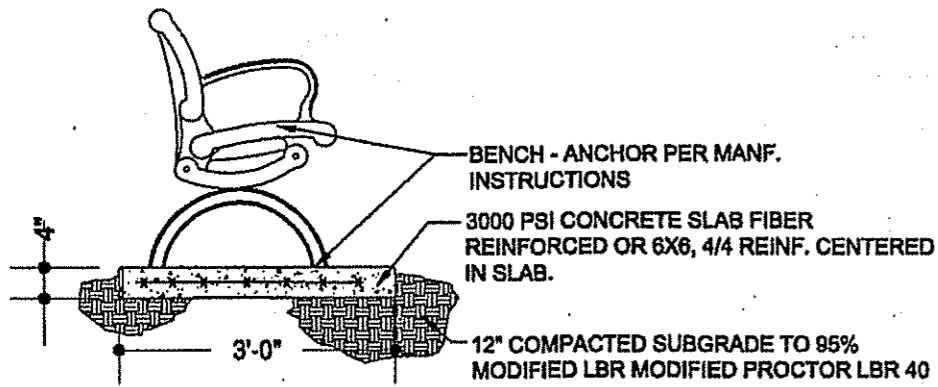
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N 2283539.90
E 466784.87

N 2283539.90
E 466814.87

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E 466964.87

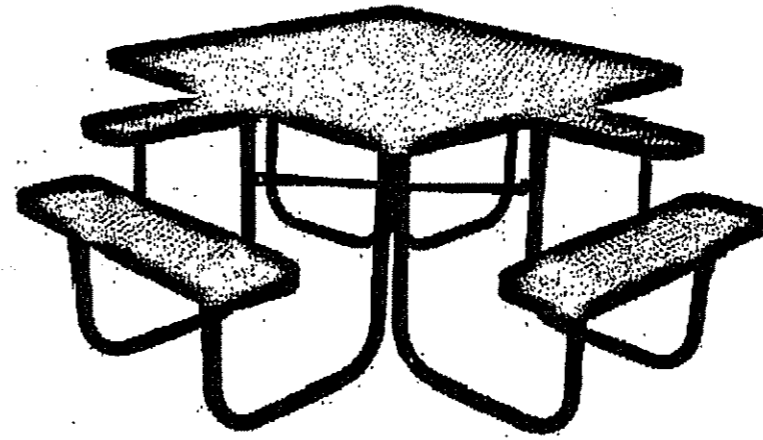




BENCH - SECTION

SCALE: 1/2" = 1'-0"

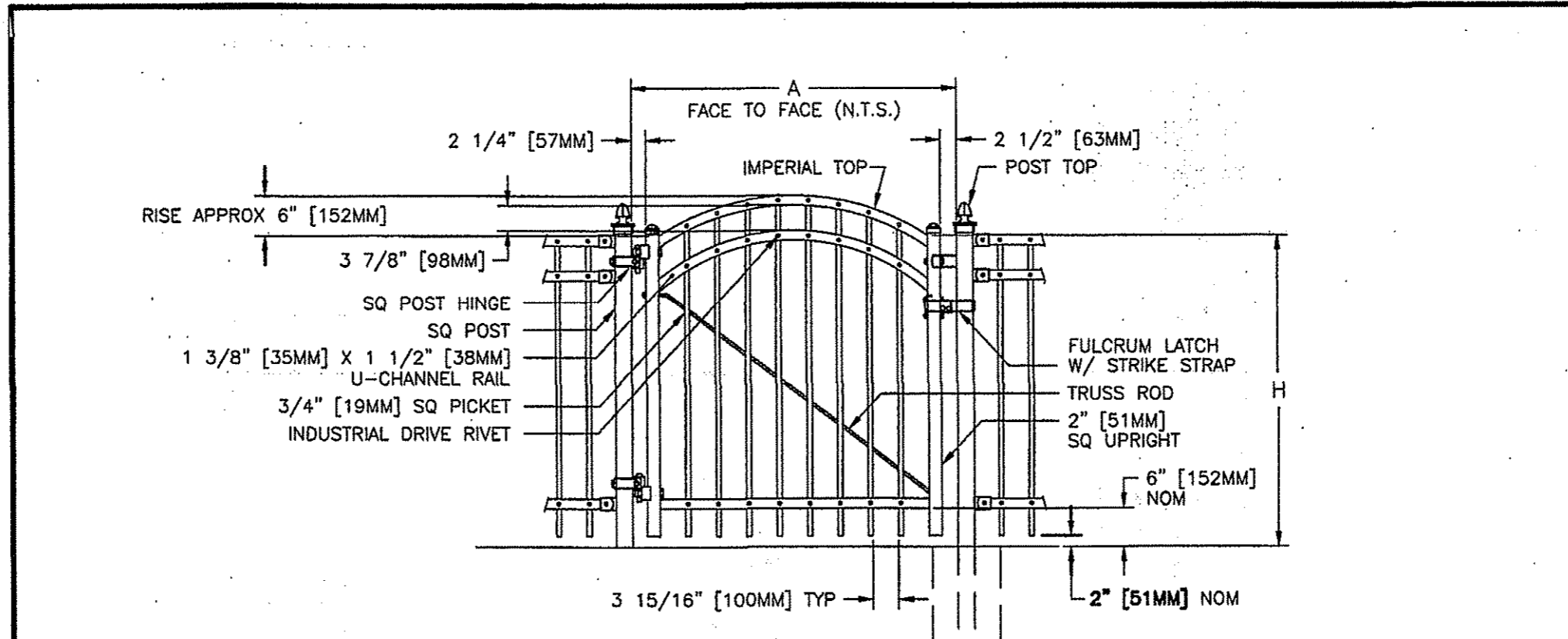
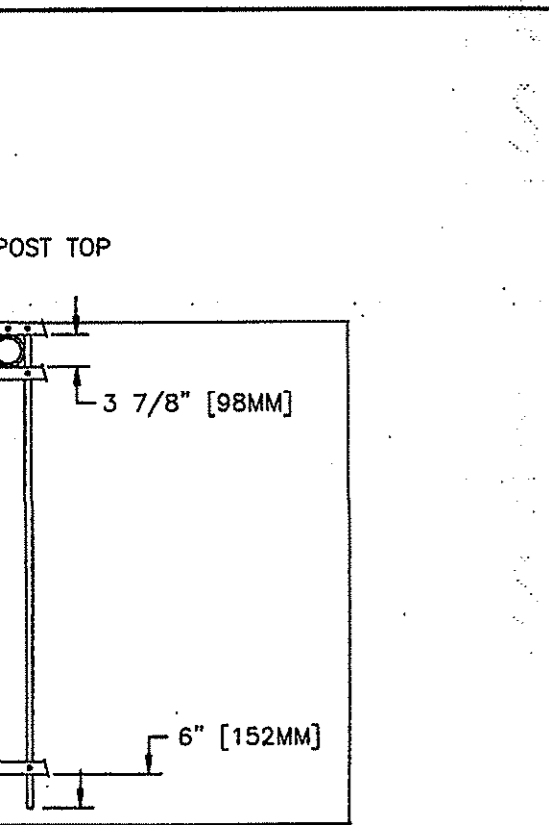
6
D-1.0



PICNIC TABLE

NTS

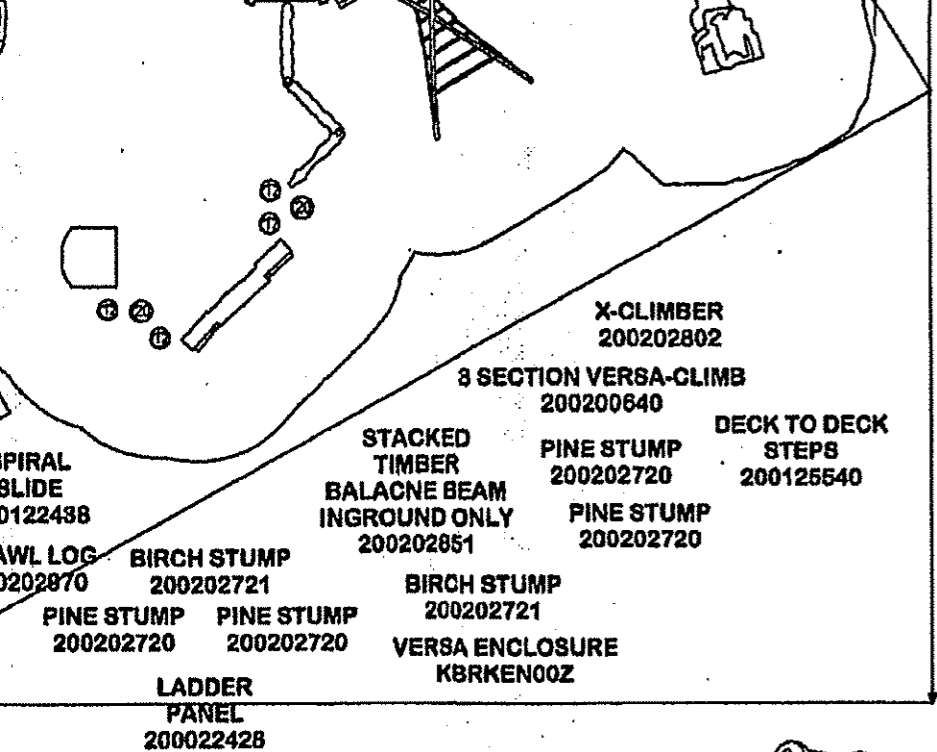
7
D-1.0



thepark
 Model No. 398-9100

6' Essential Series Aluminum Bench with B





ANCIENT WONDERS ANCHOR STONES (ages 5-12)
200203520

Project:
Nassau Crossing Park Older Area
Yulee, FL
LTCPS rep:
Tracy Gill
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 70'-0" x 72'-6"
Protective Area: 86'-0" x 84'-6"

Drawn by: Rich McCarver
Date: 2/12/2019
DWG Name: R0321_4350895155

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
0



ER CHILDREN

NTS

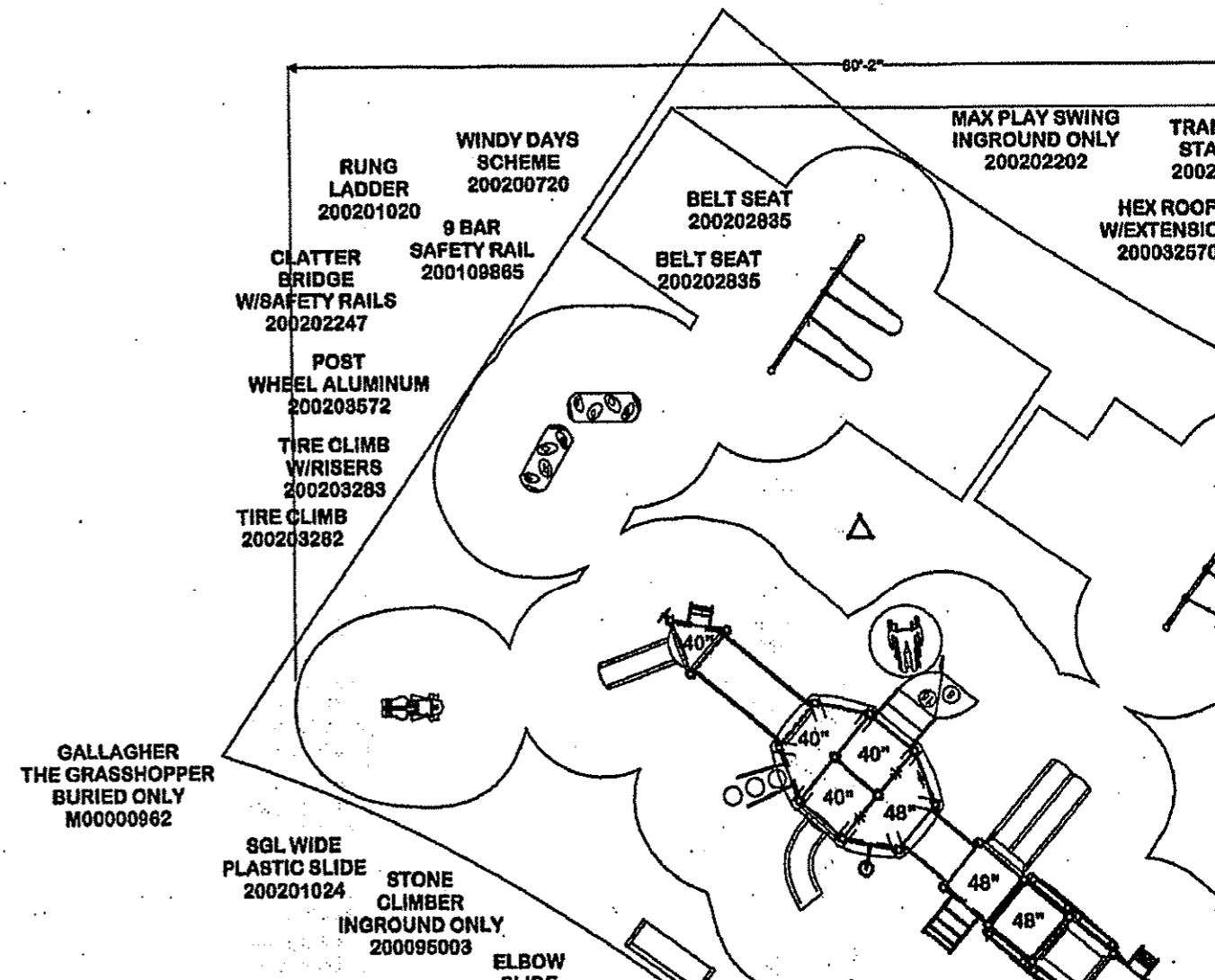
General Notes:

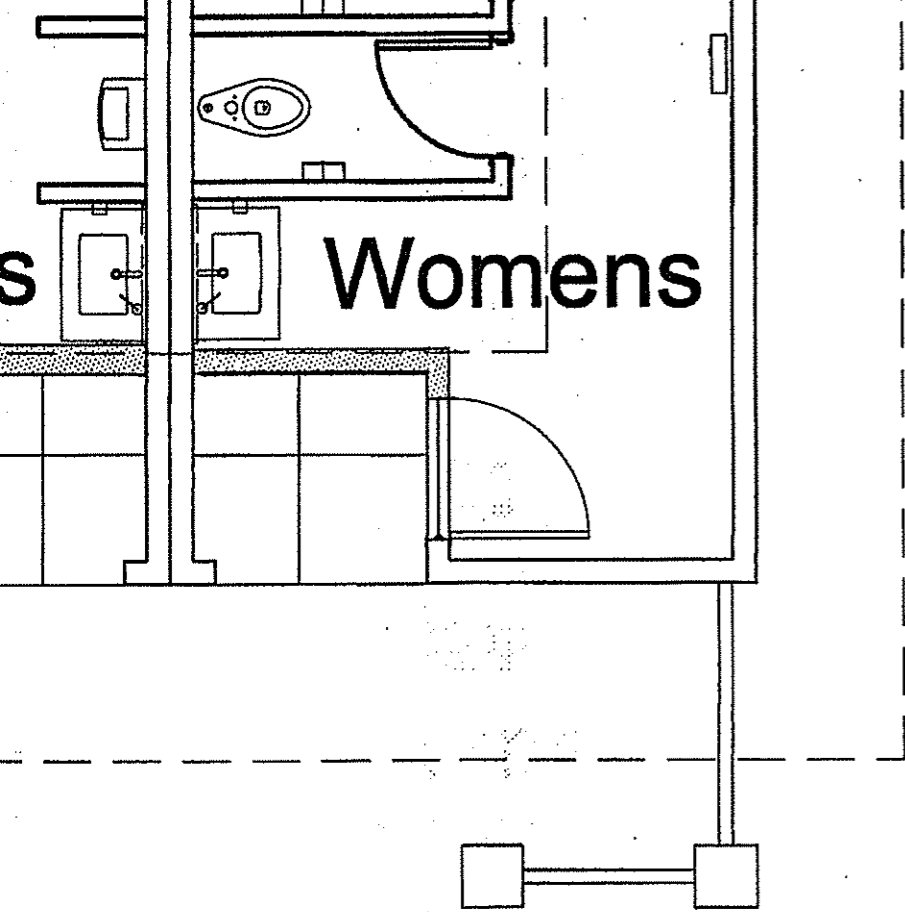
Age Group
 2-5yrs 5-12 yrs 2-12yrs 13+ yrs

- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- All deck heights are measured from top of ground cover.
- Fall absorbing ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
- Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 2-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 12
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 12 REQD 6
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQD 0
 GROUND LEVEL ACTIVITY TYPE: 8 REQD 3
 GROUND LEVEL QUANTITY: 18 REQD 4

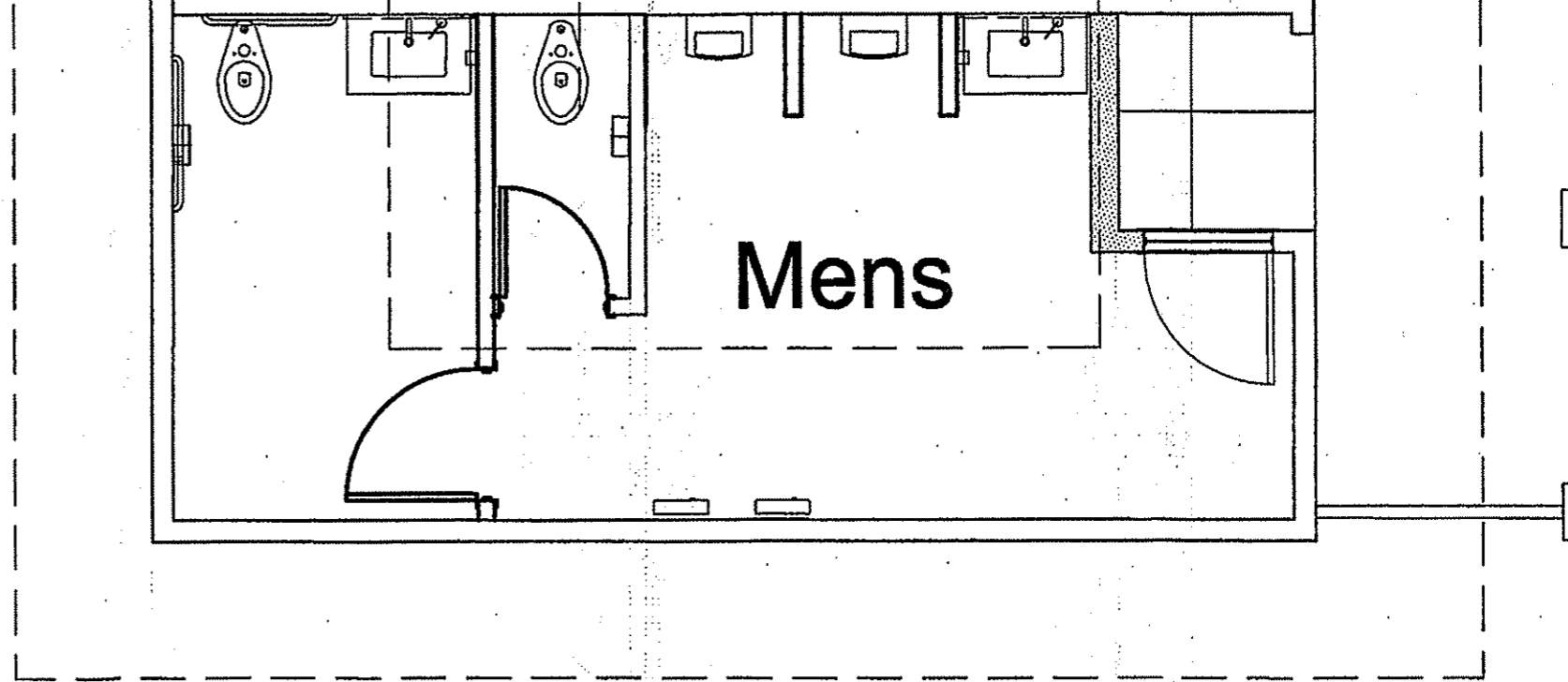
Child Capacity: 80





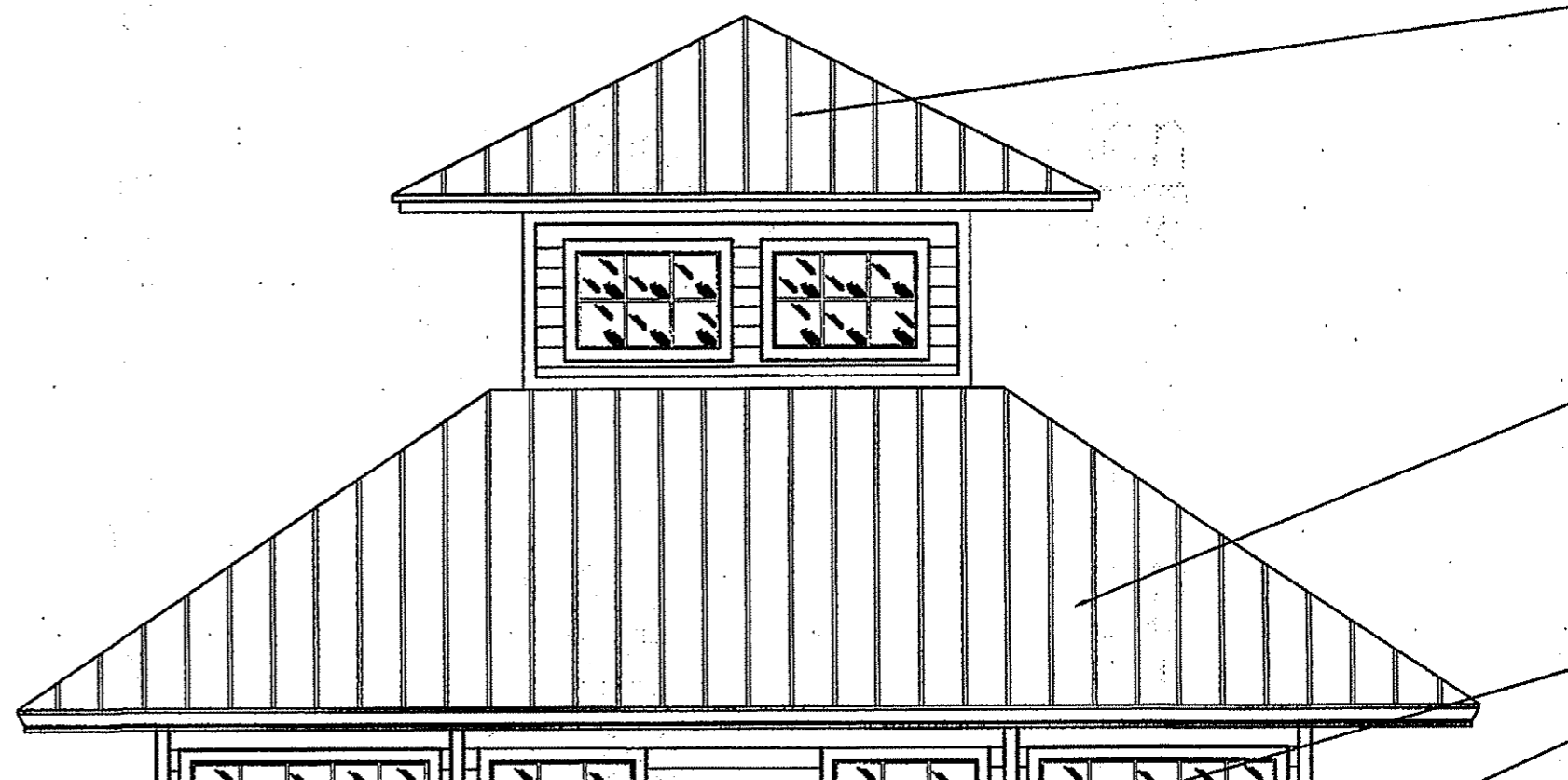
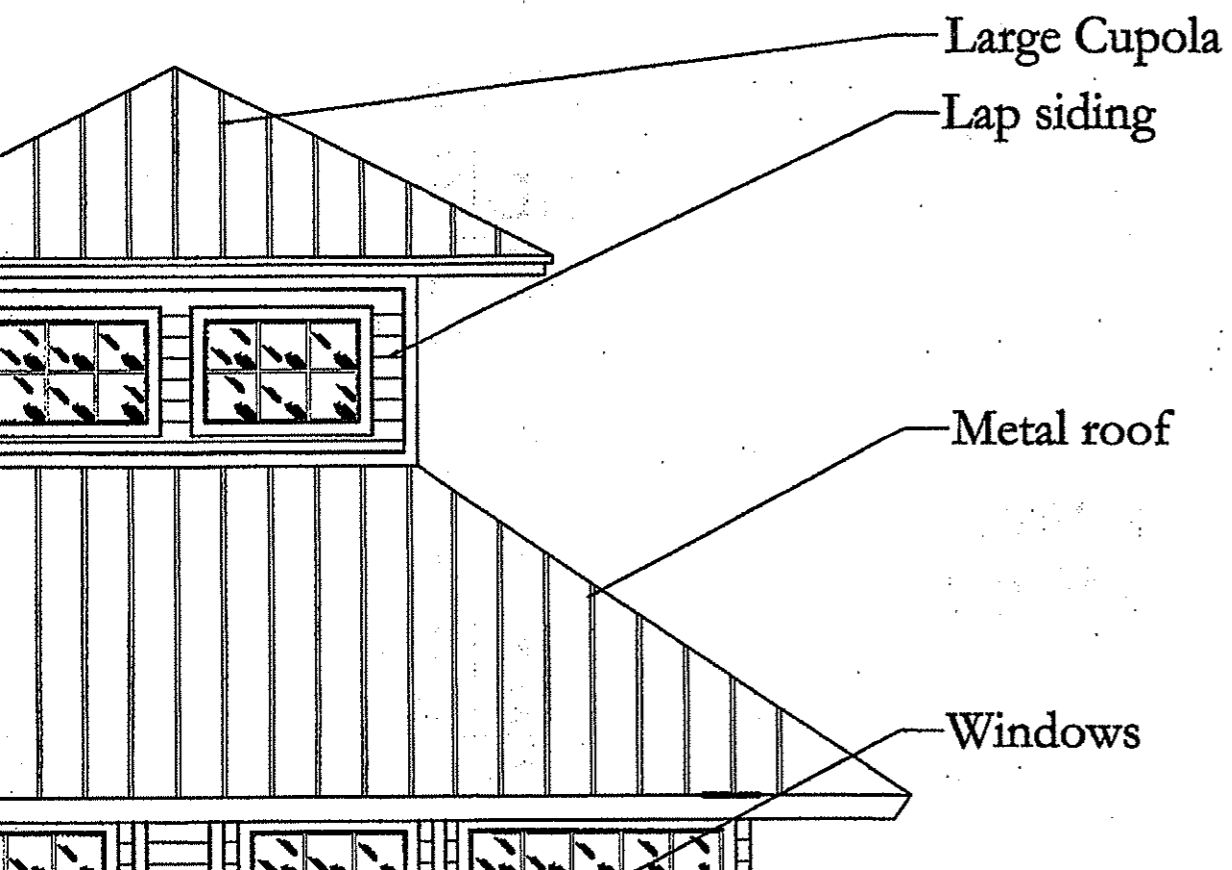
om C-Floor Plan

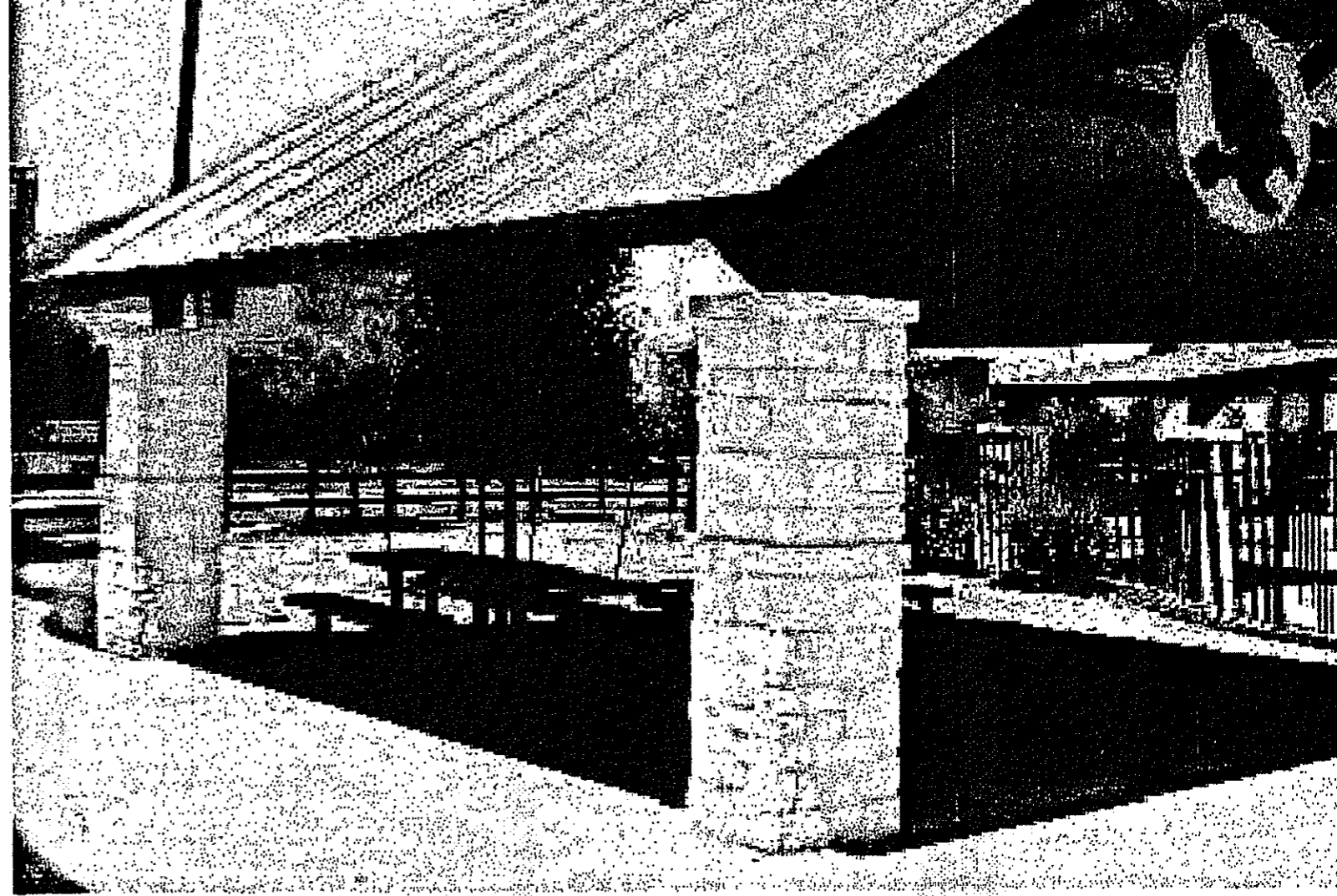
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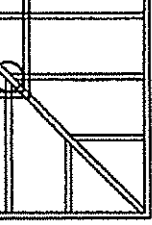


Restroom C-Floor Plan

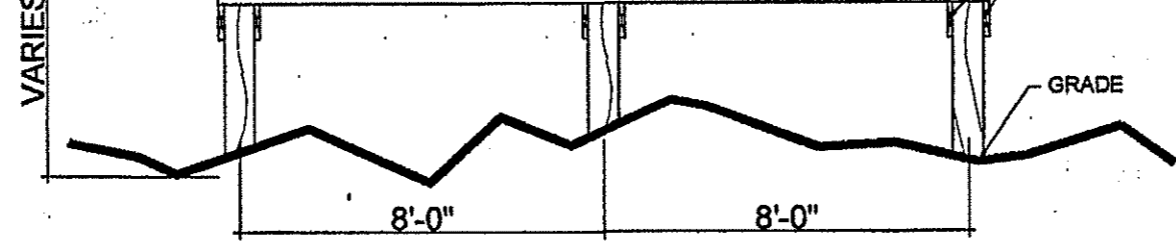
SCALE: 1/4" = 1'-0"





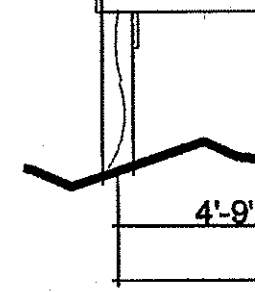


ng
'-0"

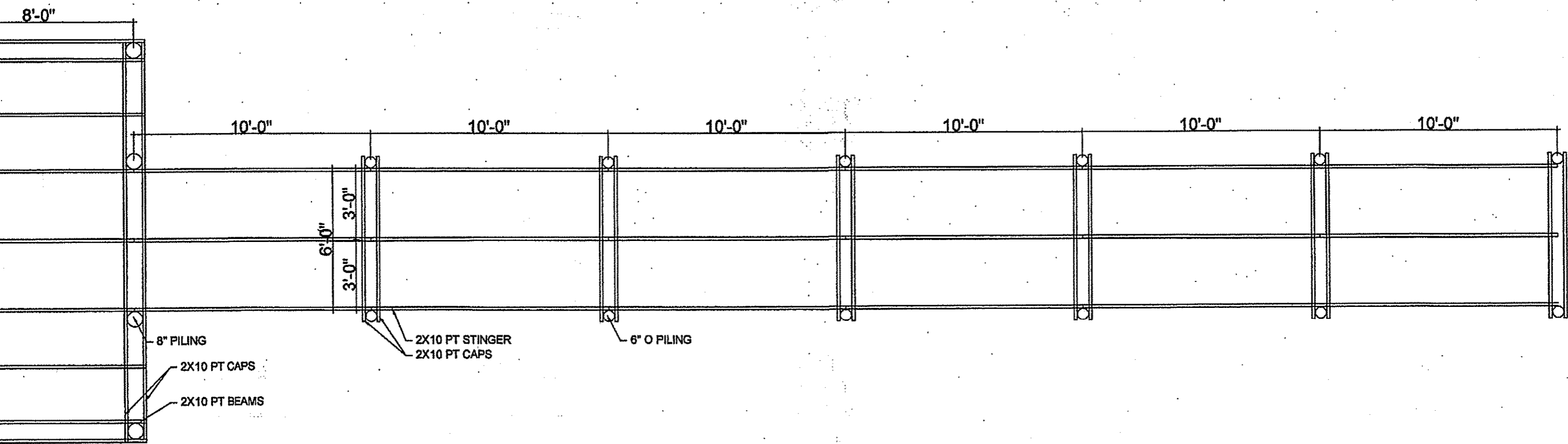


Overlook - Section

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

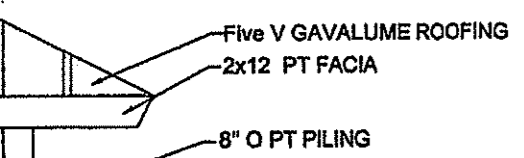


Overlo



k Framing

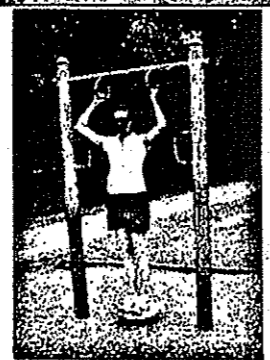
SCALE: 1/4" = 1'-0"



Bench

Troll

- Horizontal Ladder
- Horizontal Ladder
- Integrated Fitness
- Lat Pull Down
- Log Press
- Log Press Trainer
- Parallel Bars
- Pommel Horse
- Pull Up Bars
- Push-Up Bars
- Push Up Stand
- Self-Weighted Rower
- Swing Rotator
- Sky Climber
- SKID Bench
- Spring Balance Beam
- ST-UP Board
- Standing Rotator
- SW Walker
- Station Signs
- Strength, Stretch Bars
- Strength Tester
- Swing Set
- Table Tennis
- Tai Chi Spinners
- Two-Sided Rotator
- Uneven Bars
- Vertical Jump
- Walet Stretcher



More questions? Contact Us
[CLICK HERE for Installation Drawing \(pdf\)](#)

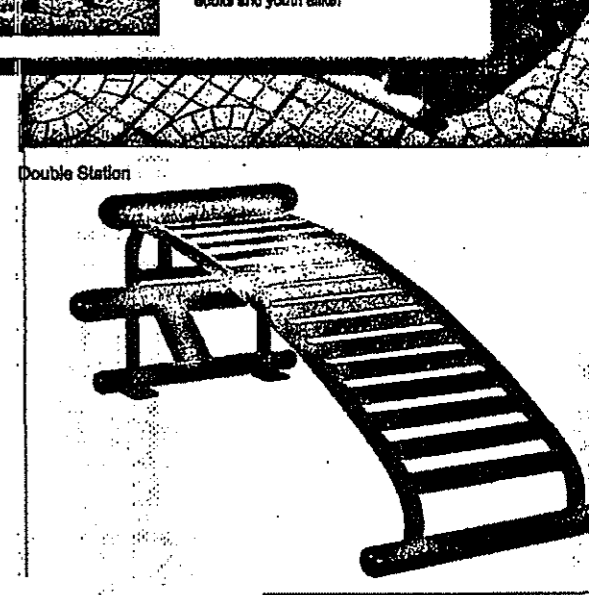
ADD AN
 INSTRUCTION
 SIGN POST TO
 YOUR
 EQUIPMENT



\$217
 All pieces of
 equipment
 come ready
 with
 instructional
 decals on the
 equipment

[CLICK HERE
 FOR COLOR
 CHART](#)

- Horizontal Bars
- Horizontal Ladder
- Integrated Fitness
- Lat Pull Down
- Log Press
- Log Press Trainer
- M Shaped Climber
- Parallel Bars
- Pommel Horse
- Pull Up Bars
- Push-Up Bars
- Swing Rotator
- Tai Chi Spinners
- Two-Sided Rotator
- Vertical Jump
- Walet Stretcher
- Spring Balance Beam
- Standing Rotator
- Station Signs
- Step Climber-Stretcher
- Strength, Stretch Bars
- Strength Tester
- Swing Set
- Table Tennis
- Tai Chi Spinners
- Two-Sided Rotator
- Vertical Jump



Double Station

Single Station
[CLICK HERE for Installation Drawing](#)

https://www.outdoor-fitness.com/equipment/hip_twister.htm

1/3

https://www.outdoor-fitness.com/equipment/sit_up_board.htm

6/14/2019

Vertical Jump at Outdoor Fitness

OUTDOOR-FITNESS®

The industry leader and brand name in Outdoor-Fitness Equipment

1.877.517.2200 toll free, U.S.
info@OUTDOOR-FITNESS.com
 E-mail Us

Home | About Us | Request a Catalog | Track an Order | Contact Us | Place an Order

View recent media coverage

[Request mailing of the Outdoor Fitness Catalog](#) |
 [Product Gallery](#) |
 [Packages](#) |
 [Price List](#) |
 [Facilities](#) |
 [Step-By-Step](#) |
 [Healthy Living BLOG](#)

- Back Extension
- Balance Beam
- Chest Press
- Chest Press/Lat Pull
- Dome Climber
- Dual Exercise Bars
- Elliptical Machine
- Exercise Bike
- Floating Balance
- Fun Rider
- Hip Twister
- Horizontal Bars
- Horizontal Ladder
- Integrated Fitness
- Lat Pull Down
- Log Press
- Log Press Trainer
- Parallel Bars
- Pommel Horse
- Pull Up Bars
- Push-Up Bars

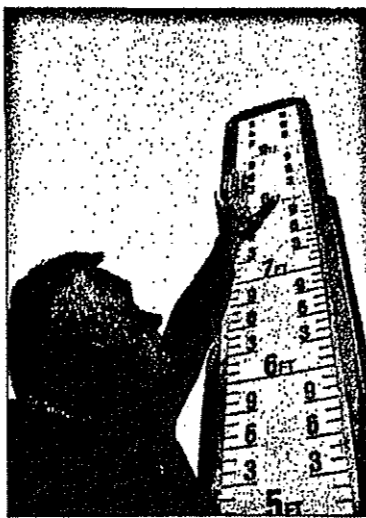
Vertical Jump

[CLICK HERE for Complete Price List](#)
[CLICK HERE for Installation Drawing \(pdf\)](#)

\$927

[CLICK HERE to Order](#)

Please note that equipment prices do not include shipping costs. Please call 1-877-517-2200 or email info@outdoor-fitness.com for a quotation including shipping costs.



Vertical leaping ability is one of the most important sports skills and one of the best tests of leg strength and fitness. The distance that the center of gravity can be raised is the difference between standing and jumping reach, as measured visually on the calibrated plate.

The Vertical Jump can be approached from two sides. When ordering, please specify either the American Customary (feet and inches) or Metric System of measurement.

**When ordering, please specify either the American Customary (feet and inches) or Metric System of measurement.*

More questions? Contact Us
[CLICK HERE for Installation Drawing \(pdf\)](#)

Worldwide Shipping

CREATE AN EQUIPMENT PACKAGE!
[CLICK HERE TO VIEW THE FULL PRODUCT GALLERY](#)

ADD AN INSTRUCTION SIGN POST TO YOUR EQUIPMENT



\$217
 All pieces of equipment come ready with instructional

Weight		
Net Weight	69.0 kgs.	152.2 lbs
Ship Weight	74.0 kgs.	163.1 lbs.
<small>Dimensions (LxWxH): 110x40x110</small>		

FORM A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # _____ through # _____	
Signature of Person Completing:	Date:
Printed Name:	Title:

FORM B
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: _____

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #2:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #3:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications 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:

Contractor Name: _____
Attn: _____
Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____
Title: _____
Email Address: _____
Phone Number: _____

FORM C DRUG FREE WORKPLACE CERTIFICATE

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 proposal, 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 Signed

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: _____

FORM E
E-VERIFY AFFIDAVIT

**NASSAU COUNTY 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
- 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 (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “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 Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County 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.

**FORM E - 1
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: _____

**FORM E - 2
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: _____



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

TO: All Prospective Proposers

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 1**
Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services
Solicitation Number: NC23-038-RFP

DATE: September 22, 2023

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

Pre-Bid Meeting Questions and Answers:

1. What tie-ins are available?

Answer: As described in Section A3.2 of the solicitation, there are two (2) identified tie-in methods. Option A - Tying into the existing control panel located at the park's restroom building, as shown in Attachment "III" of the solicitation or Option B - Install a new stand alone, single wire system in the soccer field footprint. The Vendor may provide a written proposal of another method to the County for approval (Option C).

2. If a proposal Includes Option B, where would the County prefer that system to be located within the soccer field footprint?

Answer: The County would prefer the system to be located within the northern part of the soccer field, near William Burgess Boulevard.

3. Does the County have a preference for which tie-in method?

Answer: The County does not have a preference. The Bidder should include in their proposal an explanation as to which option/method they propose the County use.

4. What type of sod is the County looking for?

Answer: Bermuda Sod. Comparable substitutions may be submitted with Bidder's response to the County for review.

5. What type of Bermuda sod is the County looking for?

Answer: The County would like the Bidder to propose which type of Bermuda sod based on their experience, knowledge, and understanding of the intended usage of the soccer field and outer edges.

6. What type of Bermuda sod currently exists in the other parts of the park?

Answer: The current Bermuda strain used at the park is Bermuda 419.

7. Would the County like sod laid or seeded?

Answer: The County would like Bermuda sod laid.

8. Does the County have a preference of where the irrigation heads would be placed?

Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services
NC23-038-RFP
Addendum No. 1

Answer: No. The County would like the Bidder to include in their proposal where the irrigation heads would be placed to allow for maximum coverage of newly installed sod areas.

9. Where is the shut off located?

Answer: The shut off is located near the meter at the western side of the park by North Harts Road. Please refer to the Irrigation Meter shown on Attachment "III" of the solicitation.

10. Is the County looking to cover the surrounding area or just the soccer fields?

Answer: As described in Section A3 of the solicitation, the County is looking for approximately one hundred fifty thousand (150,000) square feet of Bermuda sod supplied and installed for the soccer field and outer edges.

11. What is the term of this contract?

Answer: As specified on the Price Sheet, the vendor shall provide a lead time not to exceed ninety (90) calendars days after contract execution and issuance of Notice to Proceed.

12. Would Bidders be able to provide a suggested start date to help ensure the laid sod is successful?

Answer: Yes. Proposals may suggest a start time to help ensure the laid sod is successful.

13. What is the County looking for to house the irrigation system mount? A pedestal?

Answer: Proposals should include how the Bidder proposes to house the irrigation system mount meeting the requirements and fitting the overall design of the William Burgess Overlay District Context and Connectivity Blueprint referenced in the solicitation.

14. What is behind the walking paths? Is the County looking for an irrigation catch?

Answer: Behind the walking paths is wetlands. There is an underground basin and piping that leads to the wetlands. Therefore, no irrigation catch is needed.

15. Are the swells staying?

Answer: The swells are staying. Bidders should expect to do light grading of the soccer field prior to the installation of the sod.

The solicitation due date and opening time remains: **October 18, 2023 at 10:00 a.m. eastern standard time.**

Attachment(s): Pre-Bid Sign In Sheet

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

PRE-BID MEETING

**NC23-038R-RFP NASSAU CROSSING PARK SOCCER FIELD SOD AND IRRIGATION
 INSTALLATION SERVICES**

DATE: SEPTEMBER 20, 2023 9:00AM

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE
Jay Robertson	Nassau County	
Tony Lombardi	Nassau County	
Shaun Maguire	Nassau County	
Brittany Contardi	Nassau County	Brittany Contardi
George Ryeen	Bright View	
Kenny Hunt	Allstar Irrigation	
Jimmy Carter	Florida Carter	
Jeff P. Icher	St. Johns Turf Care	



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

TO: All Prospective Proposers

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**
Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services
Solicitation Number: NC23-038-RFP

DATE: October 11, 2023

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

Pre-Bid Meeting Questions and Answers:

1. Can you please provide any and all pertinent information regarding bonding requirements? Specifically is a bid bond and performance bond required and if so can you provide the forms that you need?

Answer: Please refer to the below:

Bid Bond (If Applicable): A Bidder submitting a response that is valued at One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more must submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **THE ORIGINAL BID BOND MUST BE MAILED TO THE OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION. A COPY OF THE BID BOND SHALL ALSO TO BE UPLOADED IN THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#)) UPON SUBMISSION OF BID.**

The Bid Bonds of the unsuccessful Bidders shall be returned by the County, and the Bid Bond of the Awarded Bidder(s) will be retained until Performance and Payment Bonds have each been executed and approved, after which time the Awarded Bidder(s)' Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the Nassau County. Bidders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.

Performance/Payment Bond (If Applicable): If awarded a contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the Awarded Bidder(s), within ten (10) calendar days of the Contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Awarded Bidder(s) shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Awarded Bidder(s) until the Awarded Bidder(s) has complied with this [requirement]." **CERTIFIED COPY OF RECORDED PERFORMANCE AND PAYMENT BONDS ARE TO BE SENT TO THE FOLLOWING ADDRESS: OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE,**

Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services
NC23-038-RFP
Addendum No. 2

FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION.

2. Is there a square footage number for the area outside of the 150,000SF for the soccer fields for bermuda grassing purposes??

Answer: It is estimated that the 150,000 square foot parameter includes all areas, inside playing field and beyond.

The solicitation due date and opening time remains: **October 18, 2023 at 10:00 a.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

**EXHIBIT "B"
VENDOR'S RESPONSE AND PRICE
SHEET**

**EXHIBIT "B"
PRICE SHEET**

Vendor shall provide Nassau Crossing Park Soccer Field Sod and Irrigation Installation Services in accordance with Exhibit "A", Scope of Services at the price below.

OPTION A	
DESCRIPTION	TOTAL LUMP SUM PRICE
Existing Control Panel Tie In	\$

OPTION B	
DESCRIPTION	TOTAL LUMP SUM PRICE
Stand Alone, Single Wire System	\$

OPTION C	
DESCRIPTION	TOTAL LUMP SUM PRICE
Vendor's Proposed Alternative Method	\$ 305,700.00

Lead Time after contract execution and issuance of Notice to Proceed 90 calendar days. Note, Lead Time shall not exceed ninety (90) calendars days.

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

Company: Florida Carter Corporation
 Address: 3030 Monument Bay Rd
 City, State, Zip code: St Augustine FL 32092
 Phone Number: 904 262-2402 Email: Jamesdcarter3@gmail.com
 Authorized Signature: [Signature] Printed Name: James D Carter III
 Title: VP Date: 10/18/23

Florida Carter Corporation

CONTACT

3030 Monument Bay Road
St. Augustine, Florida
32092

Office: (904) 262-2402

Kerri@floridacarter.com
Jamesdcarter3@gmail.com

Brittany Contardi
Senior Procurement Specialist
Nassau County
96135 Nassau Place Suite #2
Yulee, FL 32097

Thank you for the opportunity to provide a quote for services for the Nassau Crossing Park development project.

Florida Carter Corporation has a 35-year history in the agronomic related industries in North Florida and the surrounding areas. We specialize in all types of seeding and sod installation with approximately 300 acres of sod installation with 800 acres of seeding and hydroseeding successfully completed yearly.

We specialize in athletic field construction and have on staff an American Sports Builders Association field builder certified in both natural and synthetic turf construction.

We are committed to the success of the project beyond the completion date. This translates directly to our level of quality, often being the reason we have multi-year relationships with our customers.

Thank you for your consideration,

James Donald Carter III
(904) 434-0621

Vice President

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Tab 1 – Cover letter

Tab 2 – Table of Contents

Tab 3 – Knowledge and Qualifications

Tab 4 – Delivery and Approach

Tab 5 – Reference List

Tab 6 – Cost

Tab 7 – Attachments/Administrative Information

Tab 3 – Knowledge and Qualifications

Florida Carter is a family owned and operated business based out of St. Johns County. We have been in business for over 35 years and have provided repeated quality service for numerous municipalities, general contractors, construction companies, school districts, and many private sector individuals.

We provide full-service grassing services. This includes hydroseeding, traditional seed and mulch, and sod installation in the form of rolls and pallets. We install approximately 300 acres of sod, and seed approximately 800 acres annually. Our sod installation has been tried and true since the development of Sawgrass Country Club, and Jacksonville Country Club from their earliest days. Additionally, we have worked in Nassau County for many years and continue to do so at the newest developments in Wildlight.

We have an ASBA certified field builder in both synthetic and natural. The only one in North Florida, being one of a handful in the entire state. This qualification and our consistent attention to detail has led us to the construction of several parks of regional significance. These include the Sandford Boombah Complex, The USSSA Space Coast Regional Park, Viera Regional Park, and most recently Waterset Sports Complex. We have successfully completed hundreds of high school athletic fields and local parks. Some of the more local and recent field completions include Englewood High School, Drew Park, multiple infield renovations for St. Johns County Parks and Rec, as well as (2) completed baseball fields at Tributary Regional Park and (2) currently under construction in Yulee.

Florida Carter complies with all Federal, State, and Local laws. We have Osha-10 employees as well as current licensing where necessary.

Tab 4 – Delivery and Approach

The field construction process will be overseen by an American Sports Builder Association member certified in natural and synthetic fields.

Construction process details

- The fields and surrounding area will have a topographical survey done to determine the existing elevations, outfalls, structures, and swales. This will be done by an inhouse crew – *not a licensed surveyor.
- This data will be used to make a model in AutoCAD in house to determine the best drainage plan to fit the area.
- At this point a drainage plan will be brought back to your department with our recommendations. This will outline everything from proposed field slopes (i.e., crowning both fields with a swale in the middle, both fields running on a plate plane towards a swale, both fields running at a flat plane away from each other creating a crown at the middle with perimeter swales to deal with runoff) to potential swales, to any outfalls we believe necessary etc., with the ultimate decision back in your hands regarding proposed drainage plans.
- Once the drainage plan is approved, we will begin grading the site. This is done with either GPS or Laser machine-controlled systems to ensure uniformity on the fields and to follow the drainage plan as closely as possible.
- Compaction will occur in lifts while grading.
- An irrigation system as detailed below will be installed via: A3.2.2 Option C:
 - A standalone timer will be installed on a Rainbird Pedestal that is powder coated black and anchored to a poured 3'x3' concrete slab.
 - This will be a new multiwire system. This will include new rainbird timers, K-Rain Pro-sport irrigation rotors, 2" PGA valves, as well as newly installed main and lateral lines.
 - This irrigation plan will be designed with head-to-head coverage based upon the existing GPM at the connection point specified in the field.
 - All heads will be flushed after initial completion of the system and set to work autonomously. A grow in protocol as well as long term watering schedule can be recommended or will the requested watering schedule by the county.
- The fields will then be regraded with machine control, compacted, and inspected.
- Soil samples will be taken, and any nutrient deficiencies will be addressed (and noted for the county for future maintenance purposes) before the sod is installed.
- Big Roll Bermuda will be installed with the netting removed. The variants range from Tifway 419 Bermuda, or Celebration, based on availability and county preference.
- Irrigation will be checked again at this step to ensure head-to-head coverage as well as the automated system being set for a grow in protocol.
- The sod will be rolled 1-2 weeks after installation, and initial fertilization will be done.
- Soil Reports as well as in-house topographical surveys can be provided to the county.

Tab 5 – References

1) Terry Rogers – President
Southern Recreation Inc.
4060 Edison Ave
Jacksonville Florida 32254
(904) 387-4390

Athletic Field Construction in the past 5 years:

- Blue Cypress Park- Jacksonville FL.
 - Synthetic Turf Field Construction over 120 days
 - Est. Contract value \$290,000
- Drew Park- Jacksonville FL
 - 4x Synthetic Turf Infield Renovation and site demolition over several months due to increased scope of work
 - Est. Contract value \$420,000

2) David Burnham – President
Burnham Construction Inc.
11413 Enterprise East Blvd
Macclenny Florida 32063
(904) 259-5360

Numerous Seeding and Sod Installation projects over the past 13 years. Total project values over the last 3 years average over \$850,000 each year.

3) Tommy Hyatt – President
Florida Roads Inc.
10439 Alta Road
Jacksonville Florida 32063
(904) 714-0041

Numerous Seeding and Sod Installation projects over the past 20 years. Total project values over the last 3 years average over \$750,000 each year.

4) Charles Laughlin – President
AJ Johns Inc.
3225 Anniston Road
Jacksonville Florida 32246
(904) 641-2055

Numerous Seeding and Sod installation projects over the past 30 Years. Total project values over the last 3 years average over \$650,000 each year.

5) Jill Enz – Chief of Natural and Marine Resources
City of Jacksonville
214 North Hogan Street
Jacksonville Florida 32202
(904) 255-7907

Athletic Field Construction projects in the last 5 years:

- Wesconnett Elementary School Park.
 - Full athletic field renovation over 90 days
 - Est. Contract value \$200,000

- Fort Family Regional Park
 - 2x Full Athletic field renovation over 120 days
 - Est. Contract value \$290,000

6) Travis McGill - Southeast Regional Project manager

Astroturf Corporation
2680 Abutment Road
Dalton Georgia 30720
(706) 459-4082

Synthetic Turf construction projects in the past 5 years:

- Waterset Sports Complex-Tampa FL, USSSA Space Coast Regional Complex-Viera FL, Sanford Boombah Sports Complex-Sanford FL, Englewood Highschool-Jacksonville FL, Riverside Highschool- Jacksonville FL, University Christian School-Jacksonville FL, Boone Highschool- Orlando FL, Cypress Park-Coral Springs FL, Daytona Beach Tortugas Baseball stadium-Daytona Beach FL.

Performance periods range from 60 days to 12-month projects

Contract values completed range \$125,000-\$1,050,000 per contract.

Tab 6 – Cost

Price: \$305,700.00

See Exhibit B – Option C Price Sheet.

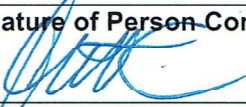
Tab 7 – Attachments /Administrative Information

See Attachments below

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # 2

Signature of Person Completing: 	Date: <u>10/18/23</u>
Printed Name: <u>James D Carter III</u>	Title: <u>VP</u>

FORM B
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 Crossing Park Soccer Field Sod and Irrigation
2. This sworn statement is submitted by Florida Carter Corporation (entity submitting sworn statement), whose business address is 3030 Monument Bay Rd St Augustine FL 32092 and its Federal Employee Identification Number (FEIN) is 59-2902250. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is James D Carter III (please print name of individual signing), and my relationship to the entity named above is officer of company VIP.
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]
Signature
10-18-23
Date

State of: Florida
County of: St. Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of October, 2023 by James Donald Carter 3rd who is personally known to me or produced _____ as identification.

Gwendolyn D. Miksell
Notary Public
My commission expires: 8/30/2027



FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: Florida Carter Corporation
 Address: 3030 Monument Bay Road
 City/State/Zip: St. Augustine, FL 32092
 Phone: Email: jamesdcarter3@gmail.com
 Website Address: www.floridacarter.com

2. **COMPANY STRUCTURE:**
 Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
 Yes No NA

5. **EXPERIENCE:**
 Years in business: 35
 Years in business under this name: 35
 Years performing this type of work: 35
 Value of work now under contract: \$ 450,000
 Value of work in place last year: \$ 4,358,307
 Percentage (%) of work usually self-performed: 65-75%
 Name of sub-vendors you may use: Allstar Irrigation
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: 8
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	
James Carter Jr	X	ASBA Certified Field Builder
James Carter III	X	Project Mgr, Field Supervisor
Michael Lawson	X	Supervisor, Finish grade
Susan Carter	X	Project Mgr, field supervisor
Scott Koob	X	Soil foreman
LynDon Dunham	X	Seed Technician
Kerri Carter	X	Office Mgr
Gwen Miksell	X	Office Assistant

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: See attached list
Address: Provided
Contract Person: Provided
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:

Reference #2:

Company/Agency Name:
Address:
Contract Person:
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:

Reference #3:

Company/Agency Name:
Address:
Contract Person:
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications 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:

Contractor Name: Florida Carter Corporation
Attr: James Carter III
Mailing Address: 3030 Monument Blvd Rd
St. Augustine, FL 32092

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): James D Carter III
Title: VP
Email Address: jamesdcarter3@gmail.com
Phone Number: 904-434-0621 904-262-2902

FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Florida Carter Corporation (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 proposal, 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

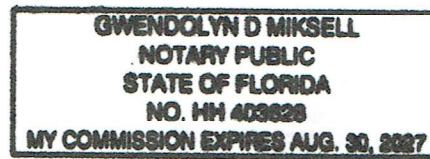
10/18/23

Date Signed

State of: Florida
County of: St. Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of October, 20 23 by James D Carter 3rd who is personally known to me or produced _____ as identification.

Gwendolyn D. Miksell
Notary Public
My commission expires: 8/30/2027





Company ID Number: 2293337

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Florida Carter Corporation
Company Facility Address	3030 Monument Bay Road Saint Augustine, FL 32092
Company Alternate Address	
County or Parish	SAINT JOHNS
Employer Identification Number	592902250
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 2293337

Approved by:

Employer Florida Carter Corporation	
Name (Please Type or Print) KERRI F CARTER	Title
Signature Electronically Signed	Date 10/10/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/10/2023



Company ID Number: 2293337

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

Name KERRI F CARTER
Phone Number 9045915132
Fax
Email kerri@floridacarter.com

