

CONTRACT FOR COUNTY-WIDE MOWING SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **NORTH FLORIDA LAWN MAINTENANCE, INC., with a mailing address of PO Box 910, Callahan, FL 32011** hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received bids for mowing services, on or about July 11, 2024. 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 reserves the right to issue multiple awards per Section 5.3 of the RFP, determined that the Vendor was a responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s 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 Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

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

SECTION 1. Recitals.

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

SECTION 2. Contract Exhibits.

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

Exhibit “A” COUNTY’S REQUEST FOR PROPOSAL 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 as described in Exhibit "A", specifically: *Zones 5-15, Zones 17-18 & Zone 20 –Suburban Mowing, Suburban Mowing with High Pedestrian Traffic, Rural Mowing, Rural Mowing with High Pedestrian Traffic, Annual Mowing and Chip Seal Road Mowing.* 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 Million, Seven Hundred Seventy-Eight Thousand, Seven Hundred Thirty-Six Dollars and 82/100 (\$3,778,736.82) 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, at pwinvoices@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the

State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin *January 1, 2025*, upon execution by both parties to this Contract and shall *terminate three (3) years thereafter*. The term of this Contract may be extended in one (1) year increments for *an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. 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

Contract No.: CM3813

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. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the 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, advertise or publish 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.

SECTION 32. Notices.

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

County: Nassau County
Attn: Public Works Director
45195 Musslewhite Road
Callahan, FL 32011

Vendor: North Florida Lawn Maintenance, Inc.
Attn: Emily Bailey, Vice President
PO Box 910
Callahan, FL32011

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.

SECTION 40. Human Trafficking Affidavit.

40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by to the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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**

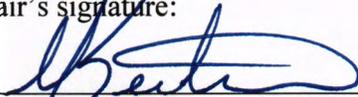


By: JOHN F. MARTIN A.M. "Hupp" Huppmann

Its: Chairman

Date: 1-15-25

Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD Mitch L. Keiter
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 11/26/2024
DENISE C. MAY

**NORTH FLORIDA LAWN
MAINTENANCE, INC.**



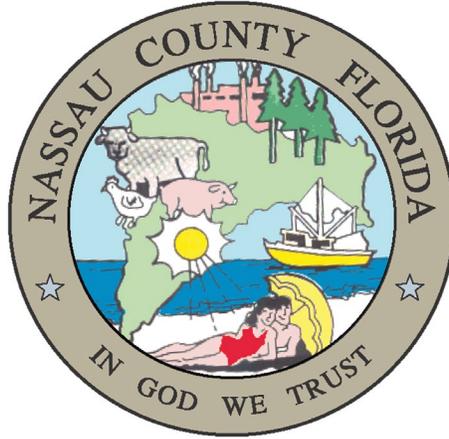
By: EMILY BAILEY

Its: Vice President

Date: 11/25/2024

EXHIBIT "A"
County's Request for Proposal as Modified by Addenda

**NASSAU COUNTY
FLORIDA**



**REQUEST FOR PROPOSAL (RFP)
COUNTY-WIDE MOWING SERVICES**

RFP NO. NC24-019-RFP

PROPOSALS ARE DUE NOT LATER THAN

July 3, 2024 at 10:00 A.M. ET

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide Countywide mowing services 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 from PlanetBids, through the Nassau County Procurement webpage <https://www.nassaucountyfl.com/280/Procurement-Contracts-Management> under current bid opportunities.

1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, shall be for a three (3) year term with options to renew for two (2) additional one (1) year terms.

Option to renew for two (1) additional years on a year-by-year basis:

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an two (2) additional one (1) year terms. The Vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

For any adjustment to commence on the first day of any exercised option period, the Vendor's request for adjustment should be submitted ninety (90) calendar days prior to the expiration of the then current contract term. The Vendor(s) adjustment request should not be in excess of the Consumer Price Index for all Urban Consumers (CPIU): U.S. County Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. If no adjustment request is received from the vendor(s), the County will assume that the Vendor(s) has agreed that the optional term may be

exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

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 contactor, 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 Appendix "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	June 7, 2024	
Pre-Proposal Meeting	N/A	N/A
Deadline for Questions	June 17, 2024	by 4:00 p.m.
County’s Responses to Questions Posted to PlanetBids	June 26, 2024	
RFP Responses Due Date/Time and RFP Opening Date/Time	July 3, 2024	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of July 15, 2024	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 to the County’s eProcurement system, [PlanetBids Vendor Portal](#). 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:

Thomas O'Brien
Procurement Specialist
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6040

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 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-proposal meeting shall be held at the James S. Page Governmental Complex, BOCC Chambers, 96135 Nassau PI, 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 insurance coverage that meets or exceeds the insurance requirement listed in Appendix "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.
- Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated herein.
- Knowledge of and compliance with applicable federal, state, and local laws pertaining to this solicitation.
- Description of the Company's experience in maintaining properties that are similar to scale and complexity of Nassau County's Technical Specifications/Scope of Work (See Exhibit A).

TAB 4 –

– References

Professional references of current or past clients that the Company has provided services that are similar to scale and complexity of Nassau County's Scope of Services. References shall include the names, addresses, and phone numbers of individuals that the County may contact.

TAB 5 – Resources and Staff

- Describe Company's ability to meet scope of work and specifications and clearly identify any requirements or work that the Company cannot complete.
- Describe Company's procedure for processing and resolving customer questions, issues, and complaints in a timely manner.
- Describe Company's service warranties or service guarantees.
- List and describe equipment that will be used to complete work on Nassau County's rights-of-way.
- Describe the Company's approach and procedures associated with ensuring the safety of employees and public while performing scope of services.
- Describe elements or characteristics that distinguishes Company from competitors.
- Description of the size of the Company both in terms of current volume and number of employees.
- Description of personnel assigned to Nassau County account, their experience, and qualifications.
- Number of acres of lawn mowed each week by the Company.

TAB 6 – Cost

Provide costs for services using Appendix "B" attached. Prices 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 8 – Appendices/Attachments/Administrative Information

Appendices and 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 Staff 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 COUNTY RESERVES THE RIGHT TO ISSUE MULTIPLE AWARDS.**

5.4 EVALUATION CRITERIA: A one hundred (100) point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Knowledge and Qualifications	50
Resources and Staff	25
References	15
Cost	10

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. 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 Public Works 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 Appendix "D". 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, Appendix "D". 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.

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APPENDIX "A" SCOPE OF SERVICES

The Vendor shall provide County-Wide mowing services, more specifically, including but not limited to:

A. TYPES OF SERVICES – Selected Vendors will be required to provide the following services during the term of the Contract for each type of mowing and or service area .

i) Mowing - of all grass areas to be uniformly cut at a height of 2 ½" to 4". Changes in height directed by the Public Works Director or his designee will be done at no additional charge. Any trash, debris, dead limbs, or dead animals shall be picked up and disposed prior to mowing at Vendor's expense. Mowing over or around such items is not acceptable.

(1) Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect that would negatively affect growth, health and appearance of grass.

String Trimming performed around or up to all – posts, poles, planting beds, trees, sprinkler heads and irrigation equipment, ponds, curbs, walks and other similar areas as are present on the grounds. Trimming shall be done in a manner that will provide a uniform manicured appearance. Trimming shall be performed each mowing cycle.

ii) Power Blade Edging – shall be performed along walk areas, curb and gutter areas, or any similar areas as are present where string trimming will not provide the optimal appearance and or effect. Edging shall be performed a minimum of once per calendar year and may be performed during the "off peak mowing season".

iii) Cleanup – Sidewalks, Parking Lots and other similar areas present shall be cleaned of cuttings and debris by the use of power and/or hand equipment. Such cuttings shall be removed from the site by the Vendor on the date of service. No cuttings dispensed from mowing shall be blown into plant beds.

iv) Weeding of beds, walkway cracks, curb & gutter lines, concrete medians, and all Pertinent Areas – of the Facility shall be completed with each mowing cycle. The Public Works Director or his designee may authorize the use of herbicides to assist in weed/grass control. A licensed Vendor or subcontractor may apply herbicide applications on the sidewalks, beds, trees, concrete medians, and round-a-bouts provided they possess comply with licensing requirements under Florida Statutes Chapter 487 for Right-of-Way Application of pesticides. The

Vendor must possess a Commercial application license through the Florida Department of Agriculture.

- v) Landscape Areas – Areas within the mowing limits of some of the facilities, require a “landscaped” appearance and must be maintained accordingly. These areas shall require weeding of beds, string trimming, edging of curbs & sidewalks, annual mulch replacement and pruning of shrubs and trees.
- vi) Damages – Any areas determined to be damaged during the mowing operation shall be repaired at the Vendor’s expense. Damaged areas shall be restored to Nassau County’s satisfaction.

B. SERVICE TYPES – The following defines the service types and expectations for each area:

- i) Urban Mowing: Areas within or close nearby city or town limits. Densely populated areas with businesses, buildings and homes. May include roads that are lesser populated. Sidewalks are common but not always present.

Planned frequency of eight times (8) per year (5 week cycle beginning March 1st of each year)

- ii) Urban Mowing with High Pedestrian Traffic: Areas within or close nearby city or town limits. Densely populated areas with businesses, buildings and homes. May include roads that are lesser populated. Sidewalks are prevalent on one or both sides of the roads listed and have a higher frequency of use.

Planned frequency of 8 X (eight times) per year (2 1/2 week cycle beginning March 1st of each year)

- iii) Suburban Mowing: Areas outside city or town limits. Less densely populated than Urban areas primarily with homes and minimal businesses. Sidewalks are less common than Urban areas but sometimes present.

Planned frequency of eight times (8) per year (5 week cycle beginning March 1st of each year)

- iv) Suburban Mowing with High Pedestrian Traffic: Areas outside city or town limits. Less densely populated than Urban areas primarily with homes and minimal businesses. Sidewalks are prevalent on one or both sides of the roads listed and have a higher frequency of use.

- v) Planned frequency of 8 X (eight times) per year (2 1/2 week cycle beginning March 1st of each year)

- vi) Rural Mowing: Areas outside city or town limits and have lots of nature and open spaces with fewer residents and businesses than the lesser densely populated Suburban areas. Contains some areas that are higher populated but is not the norm. Sidewalks are less common than Suburban areas but sometimes present.

Planned frequency of eight times (8) per year (5 week cycle beginning March 1st of each year)

- vii) SR 200/A1A Median Maintenance: Area defined as the medians on SR 200 from Amelia Island Parkway to Lime Street. Included in this pricing will be annual trimming of the Sabal Palm Trees in accordance with the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS – copy attached), and mulch replenishment of referenced palms.

Planned frequency of twenty times (20) per year (2 week cycle beginning March 1st of each year)

- viii) Shared Use/Multi Use Path/Trail Maintenance: These areas are paved (asphalt or concrete) paths for pedestrians that travel through urban, suburban and wooded areas. Typical responsibilities include:

- a.) Mowing, string trimming and edging to include path and five (5) feet from edge of pavement through the peak mowing season.
- b.) Must maintain horizontal clearance to five (5) feet from edge of pavement and vertical clearance of ten (10) feet from brush, shrubbery, tree limbs and branches at all times.
- c.) The path must be blown off or swept each week throughout the year.

Planned frequency of forty times (40) per year mowing (1 week cycle beginning March 1st of each year) Weekly blowing/sweeping. Annual vertical and horizontal clearance maintenance.

- ix) Amelia Island Parkway: This roadway requires typical mowing services but at a higher frequency. This annual service is to be priced annually but shall be invoiced in equal monthly increments.

Planned frequency of 40 X (forty times) per year mowing (1 week cycle beginning March 1st of each year) with two (2) additional cycles in the off-peak season. Annual edging along the roadway. Litter removal to continue on a weekly basis throughout the entire calendar year.

- x) Amelia Concourse Road: This Road has special specifications listed as "Attachment A". Pricing is to be annually based and invoiced in equal monthly increments.

- xi) Chip Seal Road Mowing: These roads are still classified as dirt roads but with and aggregate surface treatment. Roads in this category are typically narrower in width and typically have smaller rights-of-way. The narrower widths sometimes create steeper ditch banks which creates difficulties of mowing with traditional mowers and tractors.

Planned frequency of three times (3) per year (12 week cycle beginning March 1st of each year)

- C. ZONE LISTS: Zone lists are provided for reference to help develop pricing. Prices will be based on the Per Acre or Annual Cost. Nassau County reserves the right to add to or remove from the zone lists any areas listed and utilize the pricing from the appropriate Service Type of the price sheet in Appendix (B) to determine cost of the addition or subtraction of any areas.
- D. MAINTENANCE OF TRAFFIC – It is the Vendor’s responsibility to provide all maintenance of traffic (MOT) required during any work within the County Right-of-Ways. Failure to follow proper MOT can result in the Vendor being asked to stop all work and potentially have the contract terminated.
- E. SAFETY RESPONSIBILITIES – All tractors, mowers and other motorized equipment must have all safety chains or other manufacturer approved safety guards/shields installed and in good working order at all times.
- F. DAMAGE DURING PERFORMANCE – Vendor shall immediately, including during holidays and closed hours/days, report any damage to trees, plants, buildings, structures, parked vehicles, utility boxes/pedestals/markers or other property of the County or the public which occurs during the performance of contracted services, by the Selected Vendor’s staff to the Public Works Director or their designee. Vendor shall complete a written report within twenty-four (24) hours and submit it to the Public Works Director or their designee. The Vendor will be responsible for repair or replacement of any such damages.

**APPENDIX “B”
PRICE SHEET**

Vendor(s) shall provide the County-Wide Mowing Services in accordance with Appendix “A”, Scope of Services at the price(s) below.

Service Type	Cost per Acre
Urban Mowing	
Urban Mowing with High Pedestrian Traffic	
Suburban Mowing	
Suburban Mowing with High Pedestrian Traffic	
Rural Mowing	
Rural Mowing with High Pedestrian Traffic	

Service Type	Annual Cost
SR 200/A1A Median Maintenance	
Shared Use/Multi Use Path/Trail Maintenance	
Amelia Island Parkway	
Amelia Concourse Road	

BY: _____
(Signature)

(Above name Printed or Typed)

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

E-Mail: _____



Pruning shade trees in the landscape

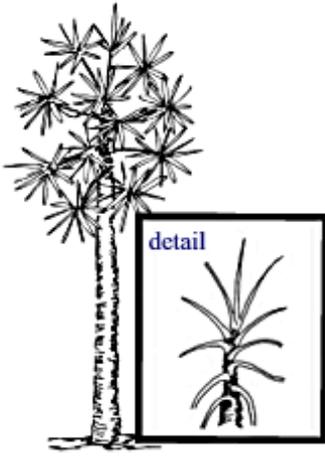
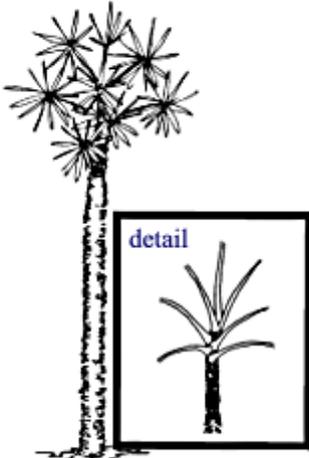
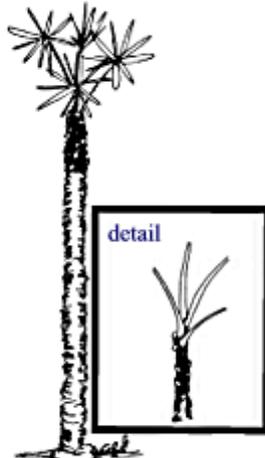
Pruning palms

Edward F. Gilman¹ and Nathan J. Eisner²

Introduction: Palms and cycads are often thought of as low maintenance plants; however, most palms require regular pruning to keep them attractive and safe. Many palms maintain a set number of live fronds. A regular turnover of foliage occurs as dying lower fronds are replaced by new ones at the apex. These dead fronds are not detrimental to the health of the tree. If there is an excessive number of older yellow fronds determine the cause before pruning. There could be a severe nutrient problem, caused by a potassium or magnesium deficiency, that could worsen if the palm is pruned or fertilized with high nitrogen or the wrong type of fertilizer.

There are several reasons for pruning palms **1)** Removing dead and dying lower fronds improves the appearance of a palm. **2)** Dead and dying fronds and loose petioles are weakly attached to some palms and can place people and property at risk should they fall from tall palms. People have been severely injured by falling fronds. Dead and dying palm fronds should be removed regularly to reduce this risk. **3)** Pruning can remove fruit clusters, especially in public landscapes where falling fruit and flower debris can be messy as well as hazardous. Some palms generate copious amounts of seedlings near the plant. Removing flowers or fruit reduces the number of potential seedlings. **4)** Remove sprouts from the base of the trunk.

Objectives: **1)** Remove dead and dying fronds and developing flowers and fruits to reduce risk and enhance aesthetics; **2)** remove sprouts or stems to maintain one trunk.

before pruning	after pruning	over-pruning
		
<p>Consider removing lower fronds that are chlorotic or dead. There is no biological reason to remove live green fronds on palms. There is no research supporting the notion that removing live green fronds reduces future pruning requirements.</p>	<p>Remove lower fronds that are dead or more than about half chlorotic. Do not remove green fronds or the palm could become stressed. (If you decide to remove green fronds, do not remove those growing horizontally or pointed upward.)</p>	<p>Over-pruned palms look terrible and could attract pests. In the detail above you can see that many upright fronds were removed. Why remove green fronds when the palm was planted for its tropical look. That tropical look results from live green fronds.</p>

Execution: It is preferable not to remove live, healthy fronds. If they must be removed, however, avoid removing fronds that are growing horizontally or those growing upward. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. There is little reason to shave or sand the trunk smooth. The pineapple shape crafted at the base of date palms is not necessary for good health of the palm.

Further information:

- 1) Gilman, E.F. 2002. Illustrated guide to pruning, second edition. Delmar Publishers, Albany, NY. 330pp.
- 2) Gilman, E.F. 2001. Illustrated pruning and planting CDROM. Horticoopia, Inc., Purcellville, VA.
- 3) American National Standards Institute (ANSI A300). 1995. *American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices*. New York: American National Standards Institute.

Professor¹ and Research Assistant², Environmental Horticulture Department, 1245 Fifield Hall, Gainesville, FL 32611

APPENDIX “G”

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” on the day and year last written below (hereinafter “Effective Date”).

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 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 REQUIREMENTS

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

3.1 The Vendor shall provide the goods and/or services further described in the *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 _____. The term of this Contract may be extended in ___ () year increments, for up to ___ () additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. 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 "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. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the 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:
96135 Nassau Place
Yulee, Florida 32097

Vendor: [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

By: _____
Its: _____
Date: _____

CRRGPKZ'SF\$
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor’s expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.



Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation, Employer’s Liability, Auto Liability, Umbrella Liability & Environmental Liability insurance coverage meeting the same limit and requirements as the 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 and Umbrella 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.**

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 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/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/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/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/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/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.

FORM A
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 D
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 D - 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 D - 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: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 1
Solicitation Number NC24-019
County-Wide Mowing Services

DATE: June 18, 2024

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

Additional Information

The attached Appendix F, Zone List - Addendum 1 is hereby incorporated and made a part of this solicitation. The Zone List identifies roads to be mowed and their approximate acreage.

The Q&A Period has been extended to **June 24, 2024 until 4:00 PM EST**

The Solicitation due date and opening time remains: **July 3, 2024 at 10:00 AM EST**

Attachment: Appendix "F" - Zone List, Addendum 1

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

**APPENDIX “F” – ZONE LIST
NC24-019-RFP Addendum 1**

ZONE 1: Ameila Island Mowing; SR200 to Sadler and Roads North							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	BOLES CIR	FERNANDINA BEACH	Between Clinch Dr & Bonnieview Rd	635	20	20	0.58
2	BONNIEVIEW RD	FERNANDINA BEACH	From S 8th St to end of Road	3975	10	10	1.83
3	BRIDAL RD	FERNANDINA BEACH	Between Bonnieview Rd & Lawrence Ln	747	8	8	0.27
4	CLINCH DR	FERNANDINA BEACH	Between SR200/A1A & Lime St	8110	12	12	4.47
5	DRURY RD	FERNANDINA BEACH	From Sadler Rd to end of road	1340	14	22	1.11
6	ELIZABETH RD	FERNANDINA BEACH	From Clinch Drive to end of road	670	10	10	0.31
7	FRIENDLY RD	FERNANDINA BEACH	Between Bonnieview Rd and SR200/S 8th St	1660	15	15	1.14
8	GEIGER RD	FERNANDINA BEACH	Between S 8th St & Clinch Dr	1860	6	6	0.51
9	GROVE PARK CIR	FERNANDINA BEACH	From Amelia Rdto end of the loop road	2130	10	10	0.98
10	HAGAN LN	FERNANDINA BEACH	From Clinch Dr to end of the road	250	8	8	0.09
11	ISLAND WALK WAY	FERNANDINA BEACH	From S 14th St to end of the road	1455	20	20	1.34
12	LAWRENCE LN	FERNANDINA BEACH	From Friendly Rd to end of road	830	16	18	0.65
13	LIME ST	FERNANDINA	From Citrona	4260	20	20	3.91

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Addendum No. 1

		BEACH	to S 14th St and 11th St to S. 3rd St				
14	MAGNOLIA ST	FERNANDINA BEACH	Between Clinch & S. 3rd St	985	12	12	0.54
15	MALLARD LN	FERNANDINA BEACH	Between Pheasant Ln & Blue Heron Ln	485	15	16	0.35
16	MARLIN CT	FERNANDINA BEACH	From Citrona Dr to end of the road	415	8	8	0.15
17	MCSWAIN RD	FERNANDINA BEACH	From Clinch Dr to end of road	800	16	14	0.55
18	MOURNING DOVE LN	FERNANDINA BEACH	Between Pine Dr & Oak Dr	450	8	8	0.17
19	N 14TH ST	FERNANDINA BEACH	From Egans Creek to Atlantic Ave	9290	20	20	8.53
20	NECTARINE ST	FERNANDINA BEACH	Between S 14th St. & S 18th St	1400	18	18	1.16
21	NOVELTY ST	FERNANDINA BEACH	Between S 6th ST & S 5th ST	240	18	20	0.21
22	OLIVE ST	FERNANDINA BEACH	Between S 8th & end; Clinch Dr to end; S 5th St & S 6th St	900	12	14	0.54
23	ORCA CT	FERNANDINA BEACH	From Citrona Dr to end of the road	395	8	8	0.15
24	PALM DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	690	8	8	0.25
25	PHEASANT LN	FERNANDINA BEACH	Between Mallard Ln & Egret Ln	795	10	10	0.37
26	PINE DR	FERNANDINA BEACH	From Bonnie View Road to Wax Wing Ln	920	8	8	0.34
27	PINE RD	FERNANDINA BEACH	From Bailey Rd to end of road	645	10	10	0.30

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28	PINE TR	FERNANDINA BEACH	From Clinch Drive to end of road	330	12	12	0.18
29	POGY PL	FERNANDINA BEACH	From Egans Creek to 1 Pogy Pl	2250	16	16	1.65
30	RAYON RD	FERNANDINA BEACH	From Bonnie View Road to end of road	730	10	10	0.34
31	ROBIN HOOD DR	FERNANDINA BEACH	Between Susan Dr & Amelia Rd	1580	14	10	0.87
32	ROUNDAABOUT- SADLER/S FLETCHER	FERNANDINA BEACH	Fernandina Beach	50	20	20	0.05
33	ROWLAND LN	FERNANDINA BEACH	From Clinch Dr to end of Road	275	6	6	0.08
34	RUSSELL RD	FERNANDINA BEACH	From Bonnie View Road to W Carter Ln	1430	16	16	1.05
35	S 10TH ST	FERNANDINA BEACH	Between Lime St & Olive St	1345	18	16	1.05
36	S 15TH ST	FERNANDINA BEACH	From Lime St to Coastal Oaks Circle	2055	20	20	1.89
37	S 3RD ST	FERNANDINA BEACH	From Magnolia St to 1316 S 3rd St	205	10	10	0.09
38	S 4TH ST	FERNANDINA BEACH	From Lime St to end of Road	845	8	8	0.31
39	S 5TH ST	FERNANDINA BEACH	From Lime St to Novelty St & from Olive St to Pine Tr	845	8	8	0.31
40	S 6TH ST	FERNANDINA BEACH	From Lime St to Pine Tr	1775	8	8	0.65
41	SYCAMORE LN	FERNANDINA BEACH	From Bonnieview Road to Peters Rd	690	16	12	0.44
42	T J COURSON RD	FERNANDINA BEACH	From S 8th St to S 14th St	1260	20	16	1.04
43	WAX WING LN	FERNANDINA BEACH	From Clinch Dr to Oak Dr	865	8	8	0.32

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44	WOODROW DR	FERNANDINA BEACH	From 8th Street to S 14th St	895	21	24	0.92
45	WREN DR	FERNANDINA BEACH	From Clinch Dr to Oak Dr	905	10	10	0.42
TOTAL				64662			42.43

ZONE 2: Ameila Island Mowing; SR200 to Sadler and Roads North with High Pedestrian Traffic

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	CITRONA DR	FERNANDINA BEACH	From Sadler Rd to Date St	6110	20	20	5.61
2	JASMINE ST	FERNANDINA BEACH	From S 14th St to Jean Lafitte Blvd	5500	20	20	5.05
3	LIME ST	FERNANDINA BEACH	From S 14th St to 11th St	1520	20	20	1.40
4	S 14TH ST	FERNANDINA BEACH	Between Atlantic and Amelia Island Pkwy	11200	14	14	7.20
5	SADLER RD	FERNANDINA BEACH	From S 8th St to S Fletcher	6800	16	16	5.00
TOTAL				31130			24.25

ZONE 3: Ameila Island Mowing; SR200 to Sadler and Roads South

#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ADAMS RD	FERNANDINA BEACH	Between S 8th St & Amelia Rd; Amelia Rd to end of road	775	11	18	0.52
2	AMELIA RD	FERNANDINA BEACH	From SR 200 to Amelia Island Pkwy	7440	14	12	4.44
3	AUTUMN TRC	FERNANDINA BEACH	From Buccaneer Trail to end of road	1410	10	10	0.65
4	AVERY RD	FERNANDINA BEACH	From First Coast Hwy to	1325	12	12	0.73

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			end of road				
5	BAILEY RD	FERNANDINA BEACH	From SR 200 to Ball Field	4610	18	18	3.81
6	BOB WHITE LN	FERNANDINA BEACH	Between Diane Dr & Curnutte Dr	525	10	10	0.24
7	BUCCANEER TR	FERNANDINA BEACH	From Amelia Island Pkwy to First Coast Hwy	6350	20	20	5.83
8	BURNEY RD	FERNANDINA BEACH	Between First Coast Hwy & Gregg St	3170	20	20	2.91
9	CASHEN DR	FERNANDINA BEACH	From Amelia Rd & Susan Dr	1400	6	6	0.39
10	CHEM CELL RD	FERNANDINA BEACH	From Amelia Island Pkwy to end of road	490	10	10	0.22
11	CURNUTTE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	950	15	15	0.65
12	DIANE DR	FERNANDINA BEACH	Between Amelia Rd & S 14th St	1230	13	17	0.85
13	E OAK ST	FERNANDINA BEACH	Between Susan & 14 th St	780	15	15	0.54
14	ERVIN ST	FERNANDINA BEACH	From Lewis St to end of road	865	6	6	0.24
15	FORREST DR	FERNANDINA BEACH	From First Coast Hwy to end of road	1540	12	12	0.85
16	FOUNTAIN DR	FERNANDINA BEACH	From S 14th St to end; both directions	1700	15	15	1.17
17	GAINES LANE	FERN BEACH		720	14	14	0.46
18	GERBING RD	FERNANDINA BEACH	From First Coast Hwy @ round-a-bout to end of road	2015	8	8	0.74
19	GLYN WOODS CT	FERNANDINA BEACH	From PhilipsManor Rd to end of	430	8	8	0.16

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			road				
20	GREGG ST	FERNANDINA BEACH	From Burney Rd to end of the road	1960	12	12	1.08
21	HIRTH RD	FERNANDINA BEACH	Between Amelia Island Pkwy & Somerset Dr	330	10	10	0.15
22	HOLLY DR	FERNANDINA BEACH	Between Susan & S. 14th St	740	20	20	0.68
23	IAN DR	FERNANDINA BEACH	From 1st Coast Hwy, to end of road	1280	16	16	0.94
24	JAMES ST	FERNANDINA BEACH	American Beach area from Lewis St to Dead End	415	12	12	0.23
25	JULIA ST	FERNANDINA BEACH	Between First Coast Hwy to Gregg St	1900	10	10	0.87
26	KENNETH CT	FERNANDINA BEACH	From Amelia Rd to end of road	690	14	14	0.44
27	LEE ST	FERNANDINA BEACH	From Lewis St to end of road	220	8	8	0.08
28	LEONARD ST	FERNANDINA BEACH	Between Lewis St and end of road	805	6	6	0.22
29	LEWIS ST	FERNANDINA BEACH	From First Coast Hwy to American Beach Access	3180	16	10	1.90
30	MAGNOLIA LN	FERNANDINA BEACH	Between S. 8th & Amelia Rd	645	6	6	0.18
31	MALLARD LN	FERNANDINA BEACH	Between Pheasant Ln & Blue Heron Ln	485	15	16	0.35
32	MANUCY RD	FERNANDINA BEACH	From First Coast Hwy to end	1630	5	5	0.37
33	MARY AV	FERNANDINA	From Lewis	500	8	8	0.18

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Addendum No. 1

		BEACH	St to 5433 Mary Ave				
34	NOTTINGHAM DR	FERNANDINA BEACH	Between S 14th St & Susan Dr	1470	21	16	1.25
35	NOVELTY ST	FERNANDINA BEACH	Between S 6th ST & S 5th ST	240	18	20	0.21
36	OAK LN	FERNANDINA BEACH	From Amelia Rd to end of road	830	19	18	0.71
37	OCEAN BLVD	FERNANDINA BEACH	From Burney Rd to end of road	2310	16	14	1.59
38	OLD AMELIA AV	FERNANDINA BEACH	Between S 8th St & Amelia Rd	825	16	16	0.61
39	OLD BLUFF RD	FERNANDINA BEACH	From First Coast Hwy to end of road	660	3	5	0.12
40	ORANGE AV	FERNANDINA BEACH	From First Coast Hwy to Anthony St	1040	10	10	0.48
41	PHILIPS MANOR PL	FERNANDINA BEACH	From Phillips Manor Rd to end of road	445	18	16	0.35
42	PHILIPS MANOR RD	FERNANDINA BEACH	Between First Coast Hwy & Bucaneer Trail	3550	18	18	2.93
43	PINE RD	FERNANDINA BEACH	From Bailey Rd to end of road	645	10	10	0.30
44	PRICE ST	FERNANDINA BEACH	From Julia St to 5431 Price St	130	8	8	0.05
45	QUATTLEFIELD LN	FERNANDINA BEACH	From First Coast Hwy to end of road	835	10	10	0.38
46	QUEENS WAY	FERNANDINA BEACH	From Bailey Rd to end of road	455	6	8	0.15
47	ROBIN HOOD DR	FERNANDINA BEACH	Between Susan Dr & Amelia Rd	1580	14	10	0.87

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Addendum No. 1

48	SCOTT RD	FERNANDINA BEACH	From First Coast Hwy to Amelia Island Pkwy	3670	6	6	1.01
49	SCOTT RD BEACH ACCESS	FERNANDINA BEACH	off Amelia Island Pkwy, just south of Scott Rd	570	8	8	0.21
50	SCRUB JAY LN	FERNANDINA BEACH	Between Diane Dr & Curnutte Dr	485	18	14	0.36
51	SIMMONS RD	FERNANDINA BEACH	From Amelia Rd to S Fletcher	6450	20	0	2.96
52	SUAREZ BLUFF RD	FERNANDINA BEACH	Between Manucy Rd & Forrest Dr	805	16	16	0.59
53	SUNSET RD	FERNANDINA BEACH	From Bailey Road to end	630	16	14	0.43
54	SYCAMORE LN	FERNANDINA BEACH	From Bonnieview Road to Peters Rd	690	16	12	0.44
55	WALDRON ST	FERNANDINA BEACH	From Lewis St to end of road	870	6	6	0.24
TOTAL				81690			49.30

ZONE 4: Ameila Island Mowing; SR200 to Sadler and Roads South with High Pedestrian Traffic							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	S 14TH ST	FERNANDINA BEACH	Between Atlantic and Amelia Island Pkwy	18620	14	14	11.97
2	SUSAN DR	FERNANDINA BEACH	From Sadler Road to 100' South of Robin Hood	1580	14	14	1.02
3	WILL HARDEE RD	FERNANDINA BEACH	From Sadler Rd to FB City Limits	4140	20	20	3.80
TOTAL				24340			16.79

ZONE 5: Between ICW and Lofton Creek-South of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ADMIRAL AV	FERNANDINA BEACH	Between Schubert Rd & Linda Hall Rd	820	15	24	0.73
2	ALLIGATOR CREEK RD	FERNANDINA BEACH	Between Arbor Ln & Tyson Rd	4755	20	18	4.15
3	ARBOR LN	FERNANDINA BEACH	From Old Nassauville Rd to end of road	6570	20	20	6.03
4	BARBARAS PL	FERNANDINA BEACH	Between Mobley Heights Rd and end of road	2670	18	18	2.21
5	BIG OAK AV	FERNANDINA BEACH	Between Old Nassauville Rd & Petunia Ct	1330	20	20	1.22
6	BRADY POINT RD	FERNANDINA BEACH	From Pine Grove Rd to SR200/A1A	470	22	18	0.43
7	BURMEISTER RD	FERNANDINA BEACH	From Lina Rd to end of road	2150	22	20	2.07
8	CATALINA DR	FERNANDINA BEACH	Between Mobley Heights Rd and end of road	2345	20	20	2.15
9	CLEARWATER RD	FERNANDINA BEACH	Between Mobley Heights and Santa Juana Rd	3750	20	20	3.44
10	CLEMENTS RD	FERNANDINA BEACH	From Pine Grove Rd to end of pavement	1310	18	16	1.02

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Addendum No. 1

11	COCONUT CV	FERNANDINA BEACH	Between Lil William Rd & Burmeister Rd	685	20	20	0.63
12	COLLEGE PKWY	FERNANDINA BEACH	Between Old Nassauville Rd & Creekville Dr	1495	40	20	2.06
13	CREWS RD	FERNANDINA BEACH	From Mobley Heights rd to end of road	2680	20	20	2.46
14	DOUGLAS RD	FERNANDINA BEACH	From Mobley Heights Rd to end of road	3000	12	12	1.65
15	DUCK LAKE DR	FERNANDINA BEACH	Loop Road off of Merlin Rd	7195	18	22	6.61
16	DUVAL RD	FERNANDINA BEACH	Between Old Nassauville Rd & SR200/A1A	2115	16	18	1.65
17	DWIGHT DR	FERNANDINA BEACH	Between Karen Walk & Hendricks Rd	1750	19	18	1.49
18	ELLIS LANDING RD	FERNANDINA BEACH	Between Arbor Lane & Wilder Blvd	1720	19	18	1.46
19	GENTRY LN	FERNANDINA BEACH	Between Hendricks Rd & Leo Dr	1065	21	19	0.98
20	GEORGE CT	FERNANDINA BEACH	From Dwight Rd to end of road	125	20	20	0.11
21	GOFFINSVILLE RD	FERNANDINA BEACH	Between Old Nassauville Rd & Park entrance	1425	21	22	1.41
22	GREENBERRY RD	FERNANDINA BEACH	Loop Rd off Hendricks Rd	170	16	21	0.14
23	HENDRICKS RD	FERNANDINA BEACH	From Old Nassauville Rd to end of road	6460	20	20	5.93
24	KAREN WALK	FERNANDINA BEACH	Between Mobley Heights Rd and Richard Dr	4860	22	18	4.46

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25	LEO DR	FERNANDINA BEACH	From Karen Walk to end of road	3080	20	20	2.83
26	LIL WILLIAM RD	FERNANDINA BEACH	From Lonnie Crews Rd to end of road	3020	21	19	2.77
27	LINA RD	FERNANDINA BEACH	From Lonnie Crews Rd to end of road	2240	20	20	2.06
28	LINDA HALL RD	FERNANDINA BEACH	From Lonnie Crews Rd to end of road	2674	20	20	2.46
29	LONNIE CREWS RD	FERNANDINA BEACH	From Owens Rd to end of road	8385	20	20	7.70
30	LOUISE CT	FERNANDINA BEACH	From Karen Walk to end of road	610	20	20	0.56
31	MALLORY WILDER ST	FERNANDINA BEACH	Between Old Nassauville Rd & Wilder Blvd	645	18	22	0.59
32	MEADOWFIELD BLUFFS RD	YULEE	From SR 200/ A1A to end of road	7040	18	18	5.82
33	MERLIN DR	FERNANDINA BEACH	Between Old Nassauville Rd & Duck Lake Dr	280	16	16	0.21
34	MOBLEY HEIGHTS RD	FERNANDINA BEACH	From Old Nassauville Rd to end of road	5205	21	19	4.78
35	MONTEREY ST	FERNANDINA BEACH	From Marsh Hen Rd to end of road	895	20	20	0.82
36	MT ZION LOOP	YULEE	From SR200/A1A to Zion Ct	2350	10	10	1.08
37	NASSAU RIVER RD	FERNANDINA BEACH	Between Arbor Ln & end of pavement	1450	22	24	1.53
38	OLD NASSAUVILLE RD	FERNANDINA BEACH	Between SR200/A1A and	28595	20	20	26.26

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Addendum No. 1

			Winterberry Ave				
39	OWENS RD	FERNANDINA BEACH	Between Mobley Heights Road & Lonnie Crews Rd	4685	20	20	4.30
40	PARLIAMENT DR	FERNANDINA BEACH	Between Old Nassauville Road & gate	2915	22	22	2.94
41	PETUNIA CT	FERNANDINA BEACH	off end of Big Oak Avenue (entire road)	1015	20	20	0.93
42	PINE GROVE RD	FERNANDINA BEACH	Between Duval Rd & Brady Point Rd	2755	11	11	1.39
43	RAINBOW ACRES RD	FERNANDINA BEACH	Between Arbor Ln & Tyson Rd	3755	20	20	3.45
44	RAINTREE LN	FERNANDINA BEACH	Between Old Nassauville Road & Petunia Ct	1405	20	20	1.29
45	RICHARD DR	FERNANDINA BEACH	Between Hendricks Rd & Karen Walk	1385	18	18	1.14
46	SANTA JUANA RD	FERNANDINA BEACH	From Old Nassauville Road to end of road	2045	20	20	1.88
47	SCHUBERT RD	FERNANDINA BEACH	From Lonnie Crews Rd to end of road	2585	20	20	2.37
48	SHILOH PL	FERNANDINA BEACH	From Lina Rd to end of road	1165	20	20	1.07
49	SPRINGHILL RD	FERNANDINA BEACH	Between Mobley Heights and Santa Juana Rd	3970	19	21	3.65
50	TYSON RD	FERNANDINA BEACH	Between Arbor Ln & Alligator Creek Rd	2850	20	20	2.62

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Addendum No. 1

51	WILDER BLVD	FERNANDINA BEACH	Between Mallory Wilder Blvd & Arbor Ln	3160	22	18	2.90
52	WILDWOOD CIR	FERNANDINA BEACH	off Hendricks Rd in Nassauville	1265	21	19	1.16
53	WINTERBERRY AV	FERNANDINA BEACH	Between Duck Lake Dr & Holy Point Boat Ramp	1575	18	19	1.34
54	ZION CT	YULEE	From SR200/A1A to end of road	240	8	8	0.09
TOTAL				164154			146.50

ZONE 6: Between ICW and Lofton Creek-South of SR200 with High Pedestrian Traffic							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ARRIGO BLVD	YULEE	From SR200 to cul-de-sac	4500	12	12	2.48
2	CHRISTIAN WAY	YULEE	Between SR200 & License Rd	1703	22	26	1.88
3	LICENSE RD	YULEE	From SR200 to end of road	611	18	22	0.56
4	COLLEGE PKWY	FERNANDINA BEACH	Between Old Nassauville Rd & Creekville Dr	1495	40	20	2.06
5	WOODBIDGE PKWY	FERNANDINA BEACH	Between Old Nassauville Rd & Sonoma Dr	2300	40	20	3.17
TOTAL				10609			10.14

ZONE 7: Between ICW and Chester Road-North of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	AMY DR	YULEE	From Chester Rd to end of road	2160	20	20	1.98
2	BAKER DR	YULEE	From	815	20	20	0.75

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Addendum No. 1

			Blackrock Rd o end of road				
3	BARNWELL CIR	FERNANDINA BEACH	Circle Rd off of Barnwell Rd	1580	16	16	1.16
4	BARNWELL CT	FERNANDINA BEACH	From Barnwell Circle to end	100	16	16	0.07
5	BARNWELL RD	FERNANDINA BEACH	From SR200/A1A to Oyster bay Subdivision	11660	20	20	10.71
6	BENCHMARK AV	YULEE	Between Chester Rd & Diamond St	785	20	20	0.72
7	BLACKROCK RD	YULEE	Between SR200/A1A & Chester Rd	27010	35	30	40.30
8	CALHOUN RD	FERNANDINA BEACH	from Oneil Scott Rd to end of road	2950	10	20	2.03
9	CHESTER RD	YULEE	From Heron Isles Pkwy to end of Pavement	14200	24	24	15.65
10	DIAMOND ST	YULEE	Between Emerald Ln & Topaz Ct	1585	18	18	1.31
11	DOLPHIN WAY	YULEE	From Blackrock Rd to end of road	560	20	20	0.51
12	EMERALD LN	YULEE	Between Diamond St & Glen St	1260	18	18	1.04
13	GLEN LAUREL CT	YULEE	From SweetBriar Ln to end of road	280	20	20	0.26
14	GLEN ST	YULEE	"T" Rd at end of Diamond St	860	20	20	0.79
15	GREEN PINE RD	YULEE	Between Chester Rd & Blackrock Rd	2220	20	20	2.04
16	HAWTHORNE CT	YULEE	From SweetBriar Ln to end of road	190	18	18	0.16
17	MARSH HEN RD	FERNANDINA BEACH	Between Barnwell Rd and address	1650	30	10	1.52

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			96305				
18	NASSAU PL	YULEE	From SR200/A1A to end of road	790	18	18	0.65
19	ONEIL-SCOTT RD	FERNANDINA BEACH	From SR200/A1A to end of pavement	1530	19	19	1.33
20	PINEY ISLAND CT	FERNANDINA BEACH	From Piney Island Dr to end of road	420	10	11	0.20
21	PINEY ISLAND DR	FERNANDINA BEACH	From SR200/A1A to end of road	7920	10	10	3.64
22	SWEETBRIAR LN	YULEE	From Chester Rd to "T" then end of road both directions	4350	20	20	3.99
23	TOPAZ CT	YULEE	From Diamond St to end of road	210	19	20	0.19
24	THERON CT	FERNANDINA BEACH	Between Barnwell Rd and address 96305	650	12	12	0.36
TOTAL				85735			91.37

ZONE 8: Between ICW and Chester Road-North of SR200 with High Pedestrian Traffic							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	CHESTER RD	YULEE	From SR200 to Heron Isles Pkwy	6100	18	26	6.16
2	COURTNEY ISLES WAY	YULEE	Between Chester Rd & Gene Lasserre Blvd	2754	12	10	1.39
3	DAVID HALLMAN PKWY	YULEE	Between Chester Rd & SR200	3334	35	35	5.36
4	HERON ISLES PKWY	YULEE	Between Chester Rd & Blackrock Rd (w/medians)	6178	22	22	6.24
TOTAL				18366			19.15

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Addendum No. 1

ZONE 9: Between Lofton Creek and I-95 - South of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	AIRPLANE LN	YULEE	From Harts Rd to end of road	2485	20	20	2.28
2	ALENE RD	YULEE	Between Harts Rd & Theresa Rd	4520	20	20	4.15
3	ALGER RD	YULEE	Between Claxton Rd & Lana Rd	1995	20	20	1.83
4	AMANDA CT	YULEE	From Blackmon Rd to end of road	1220	20	20	1.12
5	ANGIE RD	YULEE	Between David Rd & Blackmon Rd	2295	20	20	2.11
6	ASHLEY AV	YULEE	Between Duane Rd & Brooke St	3520	20	20	3.23
7	AVANT RD	YULEE	"T" Road at end of Wilson Neck Rd	5545	20	20	5.09
8	BEACON PT	YULEE	Between Wilson Neck Rd & David Rd	1085	20	20	1.00
9	BLACKMON RD	YULEE	From Haddock Rd to end of road	8570	20	20	7.87
10	BROOKE ST	YULEE	Between Radio Ave & Alene Rd	2720	20	20	2.50
11	CALLAWAY DR	YULEE	Between US 17 & Hester Dr	2520	20	20	2.31
12	CARDINAL RD	YULEE	Between Still Meadow Ln & N Harts Rd	5900	20	20	5.42
13	CLAXTON RD	YULEE	Between Lana Rd & Deleene Rd	4195	20	20	3.85
14	COMMERCIAL PARK DR	YULEE	Between US17 & Harts Rd	1100	20	20	1.01
15	CUNO CREEK DR	YULEE	Between Linda Rd & Wesley	1880	20	20	1.73

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			Rd				
16	DAVID RD	YULEE	From Haddock Rd to end of road	2625	20	20	2.41
17	DELEENE RD	YULEE	Between Claxton Rd & Lana Rd	1750	20	20	1.61
18	DERRICK RD	YULEE	Between Faye Rd & Claxton Rd	1265	20	20	1.16
19	DICK KING RD	YULEE	Between David Rd & Blackmon Rd	4500	20	20	4.13
20	DOVE RD	YULEE	From Macaw Rd to end of road	5735	20	20	5.27
21	DUANE RD	YULEE	From Miner Rd to end of road	3430	20	20	3.15
22	EADY LN	YULEE	Between Harts Rd & Lindsey Kay Ct	1240	20	20	1.14
23	ELISE RD	YULEE	Between Blackmon Rd & Cuno Creek Dr	3310	20	20	3.04
24	FAYE RD	YULEE	Between Lana Rd & Wilson Neck Boat Ramp	2495	20	20	2.29
25	HADDOCK RD	YULEE	Between Blackmon Rd & Harts Rd	6775	20	20	6.22
26	HANCE PARK WAY	YULEE	From US17 to end of road	1230	20	20	1.13
27	HARPER CHAPEL RD	YULEE	From SR200/A1A to end of pavement	1115	20	20	1.02
28	HARTS LN	YULEE	From Harts Rd to end of road	345	20	20	0.32
29	HARTS RD	YULEE	Between Haddock Rd & R/R Tracks	6815	20	20	6.26
30	HESTER DR	YULEE	Loop Rd off of	590	20	20	0.54

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Addendum No. 1

			Calaway Dr				
31	HOLBROOK AV	YULEE	Between Lana & Wilson Neck	615	20	20	0.56
32	JAMIE RD	YULEE	Between Elise Rd & Wesley Rd	965	20	20	0.89
33	JEFFERY AV	YULEE	Between Megan St & Duane Rd	600	20	20	0.55
34	JOANN RD	YULEE	Between Madeline Rd & Kirkland Rd	3490	20	20	3.20
35	KIRKLAND RD	YULEE	Between Haddock Rd & Miner Rd	4535	20	20	4.16
36	LANA RD	YULEE	Between Claxton Rd & Elise Rd	4090	20	20	3.76
37	LINDA RD	YULEE	Between Cuno Creek Rd & Lana Rd	1810	20	20	1.66
38	LINDSEY KAY CT	YULEE	Between Eady Ln & end of road	730	20	20	0.67
39	LOFTON CT	YULEE	"T" Rd off of Creek Dr	860	20	20	0.79
40	MACAW RD	YULEE	From Cardinal Rd to end of road	2990	20	20	2.75
41	MADLINE RD	YULEE	Between Alene Rd & Haddock Rd	1930	20	20	1.77
42	MEGAN ST	YULEE	Between Kirklan Rd & Duane Rd	1630	20	20	1.50
43	NORTH HARTS ROAD	YULEE	Between SR200/A1A & R/R tracks	10520	20	20	9.66
44	PHILLIPS RD	YULEE	off David Rd, between Angie Rd & Dick King Rd	3440	20	20	3.16
45	PINEVIEW DR	YULEE	Between ASR200/A1A	545	20	20	0.50

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Addendum No. 1

			& Cardinal Rd				
46	PINEWOOD DR	YULEE	Between SR200/A1A and entrance to subdivision	4485	20	20	4.12
47	RADIO AVE	YULEE	From US17 to end of road	5690	20	20	5.22
48	RENIA ST	YULEE	Between Kirkland Rd & Duane Rd	1440	20	20	1.32
49	ROSE MARIE RD	YULEE	Between Brooke St & Theresa Rd	2355	20	20	2.16
50	SARA RD	YULEE	Between Faye Rd & Claxton Rd	1270	20	20	1.17
51	SHADY OAK DR	YULEE	From Miner Rd to end of road	805	20	20	0.74
52	SPRING MEADOW AV	YULEE	Between Cardinal Rd & N Harts Rd	1415	20	20	1.30
53	STEPHEN RD	YULEE	Between Beacon Pt & Blackmon Rd	2550	20	20	2.34
54	STILL MEADOW LN	YULEE	off Harts Rd, goes to Cardinal Rd	880	20	20	0.81
55	TERRY RD	YULEE	Between Kirkland Rd & Ashley Ave	1740	20	20	1.60
56	THERESA RD	YULEE	Between Madeline Rd & Radio Ave	5655	20	20	5.19
57	TINYA RD	YULEE	Between Brooke St & Tinya Rd	2275	20	20	2.09
58	WESLEY RD	YULEE	Between Elise Rd & Cuno Creek Dr	2035	20	20	1.87
59	WILSON NECK RD	YULEE	Between Haddock Rd & Avant Rd	5505	20	20	5.06
60	WINONA BAYVIEW RD	YULEE	Between Radio Ave & Hester	1340	20	20	1.23

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			Rd				
TOTAL				170960			156.99

ZONE 10: Between Lofton Creek and I-95 - South of SR200 with High Pedestrian Traffic							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	MINER RD	YULEE	Between SR200 & Haddock Rd (Yulee)	13780	18	18	11.39
2	WILLIAM BURGESS BLVD	YULEE	Between SR200 to US17	15460	22	22	15.62
TOTAL				29240			27.00

ZONE 11: Between Chester Road and I-95 - North of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	COASTLINE DR	YULEE	From Gene Lasserre Blvd to end of road	810	20	20	0.74
2	DEBBIE RD	YULEE	Between Timber Ridge St & Yulee Hills Rd	1255	20	20	1.15
3	FELMOR RD	YULEE	Between Sr200/A1A & Pages Dairy Rd	2890	20	20	2.65
4	GENE LASSERRE BLVD	YULEE	From SR200/A1A to end of road	2515	20	20	2.31
5	GOODBREAD RD	YULEE	From Pages Dairy Rd to end of pavement	3395	20	20	3.12
6	HAMILTON ST	YULEE	Between US17 & Goodbread Rd	700	20	20	0.64
7	HARRY GREEN RD	YULEE	From SR200/A1A to end of road	2280	20	20	2.09
8	HAVEN RD	YULEE	Between Roses Bluff Rd & Lents Rd	4025	20	20	3.70

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9	HILL VALLEY AV	YULEE	Meets at the end of Yulee Hills Rd & Timber Ridge St	3030	20	20	2.78
10	JEAN RD	YULEE	Between Timber Ridge St & Yulee Hills Rd	2460	20	20	2.26
11	KOEN LN	YULEE	Between US 17 & Goodbread Rd	910	20	20	0.84
12	LENTS RD	YULEE	Between Roses Bluff Rd & Haven Rd	2245	18	18	1.86
13	MELISSA RD	YULEE	Between Timber Ridge St & Yulee Hills Rd	1850	20	20	1.70
14	PAGES DAIRY RD	YULEE	Between US17 & Chester Rd	20655	26	26	24.66
15	PAMELA RD	YULEE	off Yulee Hills Rd, north of Pages Dairy Rd	680	20	20	0.62
16	PEEPLER RD	YULEE	From SR200/ A1A to end of road	3335	20	20	3.06
17	ROSES BLUFF RD	YULEE	From Chester Rd to end of pavement	9190	20	20	8.44
18	TIMBER RIDGE ST	YULEE	Between Pamela St * Hill Valley Ave	2505	20	20	2.30
19	YULEE HILLS RD	YULEE	Between Pages Dairy Rd & Hill Valley Ave	5495	20	20	5.05
TOTAL				70225			69.97

ZONE 12: Between I-95 and US1-South of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ANN DR	CALLAHAN	From US1 to	212	6	7	0.06

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Addendum No. 1

			end of pavement				
2	ARMSTRONG RD	CALLAHAN	From Dornbush to end of road	3265	18	19	2.77
3	BEA RD	CALLAHAN	Between Dornbush Rd & Sherwood Rd	3115	17	20	2.65
4	BIRCH CT	CALLAHAN	Between White Oaks Pl & end of road	652	13	27	0.60
5	BISMARCK RD	CALLAHAN	Between Hodges Road & end of pavement	5100	27	26	6.21
6	CAMELOT LN	CALLAHAN	Between Sherwood Rd & Roy Booth Rd	665	19	14	0.50
7	CHARLOTTE DR	CALLAHAN	From Roy Booth Rd to end of road	575	15	26	0.54
8	CHURCH RD	CALLAHAN	Between US1 & Lem Turner Rd	13720	15	25	12.60
9	COLBY DR	CALLAHAN	Between Griffin Rd & Nassau Oaks Dr	913	25	15	0.84
10	COOK DR	CALLAHAN	Between Marsh Rd & Bismark Rd	1389	9	22	0.99
11	CRAVEY RD	CALLAHAN	From Church Rd to end of road	4182	16	17	3.17
12	DEBRA LN	CALLAHAN	From Roy Booth Rd to end of road	695	19	21	0.64
13	DEERFIELD COUNTRY CLUB RD	CALLAHAN	From Lem Turner Rd to end of road	2055	21	14	1.65
14	DIXIE AV	CALLAHAN	From Page St to end of road going East only	530	12	15	0.33

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Addendum No. 1

15	DORNBUSH RD	CALLAHAN	Between Lem Turner Rd & Sherwood Rd	5265	7	28	4.23
16	EDWARD LN	CALLAHAN	Bewteen Marlee & Lem Turner	550	11	27	0.48
17	EDWARDS RD	CALLAHAN	From SR200/A1A to end of road	12530	18	22	11.51
18	EVA CT	CALLAHAN	From Point South Dr to end of road	655	24	23	0.71
19	FLAMINGO RD	CALLAHAN	Between Heron Rd & Pelican Rd	645	15	23	0.56
20	FOURACRE CIR	CALLAHAN	Circle Road from Lem Turner Rd to Lem Turner Rd	2520	20	15	2.02
21	HAZEL JONES RD	CALLAHAN	Between Dornbush Rd & Vikki Rd	2360	26	13	2.11
22	HELLER RD	CALLAHAN	Between Dornbush Rd & Vikki Rd	1685	15	26	1.59
23	HERON RD	CALLAHAN	From Plantation Rd to end of road	2100	10	30	1.93
24	HODGES RD	CALLAHAN	Between Lem Turner Rd & Stratton Rd	3140	17	17	2.45
25	HONEYSUCKLE LN	CALLAHAN	From Church Rd to private subdivision entrance	1005	19	17	0.83
26	IRVIN RD	CALLAHAN	From Stratton Rd to end of pavement	955	17	20	0.81
27	JAMIE DR	CALLAHAN	Between Church Rd & Jessica Pl	2240	18	20	1.95
28	JANICE DR	CALLAHAN	Between Lem Turner Rd & Lisa Dr	1810	21	21	1.75
29	JEANNIE RD	CALLAHAN	Between Sherwood Rd	1415	13	25	1.23

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Addendum No. 1

			& Jerra Rd				
30	JERRA RD	CALLAHAN	Between Dornbush Rd & Vikki Rd	1375	28	14	1.33
31	JESSICA PL	CALLAHAN	From Jamie Dr to end of road	1550	21	15	1.28
32	JOHNSON LAKE RD	YULEE	"T" Road off Semper Fi Dr both directions	6575	20	20	6.04
33	JONAS DR	CALLAHAN	Between Marlee Rd and Lem Turner Rd (crosses Marlee)	3520	13	25	3.07
34	KEME RD	CALLAHAN	From US1 to end of road	2890	20	18	2.52
35	LAWHON RD	CALLAHAN	From Lem Turner Rd to end of pavement	725	22	16	0.63
36	LEE DR	CALLAHAN	From Ann Dr to end of road	1930	18	20	1.68
37	LEE STONER RD	CALLAHAN	From Lem Turner to end of road	2085	25	15	1.91
38	LISA DR	CALLAHAN	Between Lem Turner Rd and Catherine Ave	2315	20	18	2.02
39	MARLEE RD	CALLAHAN	From Lee Stoner Rd to end of pavement	6160	20	18	5.37
40	MARSH RD	CALLAHAN	Between Lem Turner Rd & Cook Dr	3470	18	20	3.03
41	MCKENDREE DR	CALLAHAN	From US1 to end of road	1715	14	18	1.26
42	PASSPORT CT	YULEE	From Johnson Lake Rd E to end of road	650	18	18	0.54
43	PELICAN RD	CALLAHAN	Between Plantation Rd & Flamingo Rd	2120	18	18	1.75
44	PINEBREEZE	CALLAHAN	From US1 to	3345	18	18	2.76

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Addendum No. 1

	BLVD		end of road				
45	PINERIDGE DR	CALLAHAN	"T" road at end of Hilltop Ln	1295	18	18	1.07
46	PLANTATION RD	CALLAHAN	From Church Rd to end of road	1700	18	18	1.40
47	POINT SOUTH DR	CALLAHAN	From Roy Booth Rd to end of road	2585	18	18	2.14
48	ROY BOOTH RD	CALLAHAN	Between US1 & Camelot Rd	5840	18	18	4.83
49	SEAGULL DR	CALLAHAN	From Plantation Rd to end of road	2030	18	18	1.68
50	SEMPER FI DR	YULEE	Between SR200/A1A & Johnson Lake Rd	6760	18	18	5.59
51	SHEFFIELD RD	CALLAHAN	Between Sheffield Rd & Lawhon Rd	4245	18	18	3.51
52	SHERWOOD RD	CALLAHAN	Between Armstrong Rd & Vicki Rd	2505	18	18	2.07
53	SNYDER RD	CALLAHAN	Between Marlee Rd & Vontz Cir	1145	18	18	0.95
54	STRATTON RD	CALLAHAN	Between SR200 & Irvin Rd	6835	18	18	5.65
55	SUNSHINE DR	CALLAHAN	From Church Rd to end of road	1420	18	18	1.17
56	TROOPER CT	CALLAHAN	From Sherwood Rd to end of road	425	18	18	0.35
57	VIKKI RD	CALLAHAN	From Hazel Jones Rd to end of road	3300	18	18	2.73
58	VONTZ CIR	CALLAHAN	Loop road from Marlee to Marlee Rd	3620	18	18	2.99
59	WANDA WAY	CALLAHAN	From Point South Dr to end of road	365	18	18	0.30

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Addendum No. 1

60	WHITE OAKS PL	CALLAHAN	From SR200 to end of road	1305	18	18	1.08
TOTAL				161743			140.41

ZONE 13: West of US1 from State Line to County Line							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acerage
1	ANDREWS RD	HILLIARD	Between CR121 & US1	16625	16	20	13.74
2	ARLINE RD	CALLAHAN	From Old Dixie Hwy to end of road	1620	12	4	0.60
3	ARTESIAN BLVD	CALLAHAN	From US1 to end of road	4044	16	22	3.53
4	BALLPARK RD	CALLAHAN	From River Rd to end of road	4220	20	15	3.39
5	BAY RD	HILLIARD	Between CR108 W & CR121	31550	30	32	44.91
6	BRANDIES AV	CALLAHAN	Between US1 & R/R Tracks	2075	9	24	1.57
7	BY PASS RD	CALLAHAN	Between River Rd & Old Dixie Hwy	6120	18	18	5.06
8	CATIES WAY	CALLAHAN	From Hurst Rd to end of road	2780	12	20	2.04
9	CHARWOOD DR	CALLAHAN	From US1 to end of road	2095	15	22	1.78
10	CHURCH AV	BRYCEVILLE	From US301 to end of road	1055	16	12	0.68
11	CHURCH DR	HILLIARD	Between CR121 & US1	1865	20	22	1.80
12	COLSON RD	CALLAHAN	Between US1 & White Rd	965	17	10	0.60
13	CONNER NELSON RD	HILLIARD	Between Bay Rd & CR121	15835	18	20	13.81
14	COUNTRYSIDE ACRES AV	BRYCEVILLE	From CR121 to end of road	3100	28	16	3.13
15	CRAWFORD RD	CALLAHAN	From US301 to end of pavement	38750	22	35	50.71
16	CROSS CREEK BLVD	CALLAHAN	From US1 to end of road	2375	18	20	2.07
17	CR 108 West	HILLIARD	Between West First Ave &	40180	28	28	51.65

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Addendum No. 1

			CR121				
18	CR 119	BRYCEVILLE	From CR 121 to Us 301	31325	30	30	43.15
19	CR 121	BRYCEVILLE	Us 1 To Duval County line	181000	30	30	249.31
20	DUCKPOND CT	CALLAHAN	From Split Oak Dr to end of road	685	15	20	0.55
21	DYAL RD	CALLAHAN	Between US1 & Old Dixie Hwy	8580	18	24	8.27
22	EAST HOLLY TR	CALLAHAN	From River Rd to end of road	1335	20	25	1.38
23	FREEDOM DR	CALLAHAN	"T" road at end of Woodland Ln	4305	16	22	3.76
24	GAIL DR	CALLAHAN	From Keri Blvd to end of road	1655	21	21	1.60
25	GOODBREAD RD	CALLAHAN	From River Rd to end of road	1430	15	24	1.28
26	FORD RD	BRYCEVILLE	From US301 to Duval County Line	17465	18	18	14.43
27	GEORGIA ST	HILLIARD	from Bay Rd to end of pavement (westside only)	5000	21	0	2.41
28	HENRY SMITH RD	HILLIARD	Between US1 & CR108 West	10055	28	28	12.93
29	HILLTOP LN	CALLAHAN	Between Ratliff Rd & Pineridge Dr	1370	22	17	1.23
30	HOLIDAY DR	CALLAHAN	From US1 to end of road	2065	26	18	2.09
31	HORSESHOE CIR	BRYCEVILLE	From CR121 to dirt portion	12910	20	20	11.85
32	HURST RD	CALLAHAN	From Ratliff Rd to end of road	2950	18	19	2.51
33	IRIS BLVD	CALLAHAN	From Old Dixie Hwy to end of road	1290	25	18	1.27
34	JOHNSON RD	CALLAHAN	From Colson Rd to end of	860	10	16	0.51

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Addendum No. 1

			pavement				
35	JONES CEMETERY RD	CALLAHAN	From River Rd to end of road	1190	10	27	1.01
36	KARA CIR	HILLIARD	Circle road off Kara Dr	2065	12	22	1.61
37	KARA DR	HILLIARD	Between US1 & Kara Cir	185	16	16	0.14
38	KEEN CEMETERY RD	CALLAHAN	From Thomas Creek Rd to end of road	5870	15	22	4.99
39	KEITH RD	CALLAHAN	From Sherry Rd to end of pavement	1100	13	24	0.93
40	KEME RD	CALLAHAN	From US1 to end of road	2890	20	18	2.52
41	KERI BLVD	CALLAHAN	From Old Dixie Hwy to end of road	1265	19	21	1.16
42	MAPLEWOOD CT	CALLAHAN	From Ratliff Rd to end of road	6075	17	21	5.30
43	MORGAN CIRCLE	CALLAHAN	Circle Rd off Wordlaw Circle	2285	19	11	1.57
44	MULBERRY LANDING RD	HILLIARD	From CR121 to end of pavement	2660	18	18	2.20
45	NANCY RD	CALLAHAN	Between Goodbread Rd & Jones Cemetery	1620	17	25	1.56
46	OAKWOOD LN	CALLAHAN	Between Woodridge Dr & Woodland Circle	1110	20	20	1.02
47	OAK HILL RD	HILLIARD	From SR2 to end of road	5090	16	22	4.44
48	OLD DIXIE HWY	HILLIARD	From Henry Smith Rd to Morgan Circle	42250	28	30	56.26
49	OLD PINERIDGE RD	HILLIARD	Between CR115A & Pineridge Rd	4255	20	20	3.91
50	OLD WIRE PL	BRYCEVILLE	From Countryside	665	24	24	0.73

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Addendum No. 1

			Acres Ave to end of road				
51	OTIS RD	BRYCEVILLE	From US301 to Duval County Line	2000	26	28	2.48
52	PERRET PLANTATION RD	CALLAHAN	From Old Dixie Hwy to end of road	1260	20	20	1.16
53	PICKETT ST	CALLAHAN	From US1 to end of pavement	7720	20	20	7.09
54	PINEBREEZE CIR	CALLAHAN	Loop Rd from US1 to US1	7410	20	20	6.80
55	PINERIDGE DR	CALLAHAN	"T" road at end of Hilltop Ln	1295	20	20	1.19
56	PINEWOOD CT	CALLAHAN	From Ratliff Rd to end of road	1525	20	20	1.40
57	PINE OAK HAMMOCK LN	BRYCEVILLE	Between CR119 & Pine Wind Ln	1000	30	28	1.33
58	PINE ST	HILLIARD	Between CR108 West & Henry Smith Rd	7130	26	26	8.51
59	PINE WIND LN	BRYCEVILLE	Between Pine Oak Hammock Lane and end of road	685	24	24	0.75
60	QUAIL RD	CALLAHAN	From Old Dixie Hwy to end of pavement	12095	20	20	11.11
61	RATLIFF RD	CALLAHAN	Between US1 & Thomas Creek Rd	19940	20	20	18.31
62	RIVER RD	CALLAHAN	from Brandies Ave to J & M Quick Stop	55600	20	20	51.06
63	ROBERTS RD	CALLAHAN	From Johnson Rd to end of road	1000	20	20	0.92
64	ROWE CUTOFF RD	HILLIARD	From River Rd to end of pavement	1000	34	34	1.56

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Addendum No. 1

65	ROWE RD	HILLIARD	Between Old Dixie Hwy & Sheard Stokes Rd	8275	20	16	6.84
66	SANDY FORD RD	CALLAHAN	From US301 to end of pavement	4780	20	20	4.39
67	SETTLERS RIDGE DR	BRYCEVILLE	From Ford Rd to end of road	1410	16	16	1.04
68	SHEARED STOKES RD	HILLIARD	Between Rowe Rd & CR108 West	2405	18	18	1.99
69	SPLIT OAK DR	CALLAHAN	From Perret Plantation Rd to end of road	545	16	16	0.40
70	SR 2	HILLIARD	Between CR121 & GA State Line	7245	32	32	10.64
71	STAFFORD RD	BRYCEVILLE	From Horseshoe Circle to end of road	1595	16	16	1.17
72	SUNOWA SPRINGS TR	BRYCEVILLE	From Ford Rd to end of loop road	9440	20	22	9.10
73	TABBY CT	CALLAHAN	From US301 to end of pavement	440	20	20	0.40
74	THOMAS CREEK RD	CALLAHAN	From US301 to Duval County Line	22315	20	20	20.49
75	TUSTENUGGEE CT	BRYCEVILLE	Between Pine Oak Hammock Lane and end of road	640	24	24	0.71
76	WHITE RD	CALLAHAN	Between Old Dixie Hwy & Colson Rd	915	20	20	0.84
77	WIND CHIME LN	CALLAHAN	From US1 to end of road	690	20	20	0.63
78	WOODLAND CIR	CALLAHAN	Loop Rd off of Woodridge Dr	9080	20	20	8.34
79	WOODLAND CT	CALLAHAN	From Woodland Cir to end of road	375	20	20	0.34

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Addendum No. 1

80	WOODLAND LN	CALLAHAN	Between Ratliff Rd & Freedom Dr	1340	20	20	1.23
81	WOODRIDGE DR	CALLAHAN	Between Ratliff Rd & Woodland Cir	4220	20	20	3.88
82	WOODS LANE	CALLAHAN	Between Crawford Rd & Tupelo Ln	9120	20	20	8.37
83	WORDLAW CIR	CALLAHAN	From Old Dixie Hwy to end of pavement	695	20	20	0.64
TOTAL				718859			844.05

ZONE 14: West of US1 from State Line to County Line with High Pedestrian Traffic							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	CR 108 West	HILLIARD	Between US1 & West First Ave	4300	16	16	3.16
2	OLD DIXIE HWY	CALLAHAN	from US1 to Wordlaw Circle	2785	10	10	1.28
TOTAL				7085			4.44

ZONE 15: Between I-95 and US1-North of SR200							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	ALICE ST	HILLIARD	From Eastwood Rd to end of road	1230	14	15	0.82
2	AMOS WHITE ROAD	YULEE	From SR200 to end of pavement @ Marvin St	3200	16	16	2.35
3	ANNIE LAURA ST	CALLAHAN	From SR200 to end of pavement @ Marvin St	712	15	17	0.52
4	COLBY DR	CALLAHAN	Between	3300	18	18	2.73

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			Griffin Rd & Nassau Oaks Dr				
5	CR 108 East	HILLIARD	Between US1 & US17	85550	32	34	129.62
6	CR115 A (Kings Ferry RD)	HILLIARD	Between CR 108 East to Kolars Ferry Rd	42135	32	32	61.91
7	DIXIE AV	CALLAHAN	From Page St to end of road going East only	530	12	15	0.33
8	EASTWOOD RD	HILLIARD	Between US1 & CR108 East	7750	20	18	6.76
9	EVELYN ST	CALLAHAN	Between SR200 & Luther St	445	12	5	0.17
10	GRESSMAN RD	CALLAHAN	From SR200/A1A to end of road	1870	31	5	1.55
11	GRIFFIN RD	CALLAHAN	From Sr200 to Musslewhite Rd @ Middle Rd S	22600	21	15	18.68
12	HADDOCK RD	HILLIARD	Between CR115A & Middle Rd N	8970	16	22	7.83
13	JAMES ST	CALLAHAN	From north of Evelyn to South of Annie Laura St	995	16	18	0.78
14	LAKE HAMPTON RD	HILLIARD	Between US1 & Murrhee Rd	17374	20	20	15.95
15	LESSIE RD	HILLIARD	Between CR108 East & Middle Rd N	39510	20	20	36.28
16	LUTHER ST	CALLAHAN	From Evelyn St to end of road	785	13	17	0.54
17	MARVIN ST	CALLAHAN	From Annie Laura St to end of road	375	16	12	0.24
18	MIDDLE RD N	HILLIARD	Between CR108 East & Kolars Ferry	34365	20	20	31.56

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Addendum No. 1

			Rd				
19	MIDDLE RD S	CALLAHAN	Between CR108 East & Griffin Rd	24085	19	19	21.01
20	MURRHEE RD	HILLIARD	Between US1 & Lake Hampton Rd	26050	20	34	32.29
21	MUSSELEWHITE RD	CALLAHAN	Between Griffin Rd & US1	21150	14	23	17.96
22	NASSAU OAKS DRIVE	CALLAHAN	Off Colby Drive, loops back into itself	6300	18	18	5.21
23	OLD PINERIDGE RD	HILLIARD	Between CR115A & Pineridge Rd	4255	20	20	3.91
24	PELICAN RD	CALLAHAN	Between Plantation Rd & Flamingo Rd	2120	18	18	1.75
25	PINERIDGE RD	HILLIARD	Between CR108 (East) & Old Pineridge Rd	3360	22	18	3.09
26	PITTMAN RD	CALLAHAN	From SR200/A1A to end of pavement	480	20	20	0.44
27	THOMAS ROAD	CALLAHAN	From SR200/A1A to end of pavement	1200	14	14	0.77
TOTAL				360696			405.04

ZONE 16: SR-200 Medians Only							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	AMELIA ISLAND PARKWAY	YULEE	Amelia Island Parkway to Lime St	N/A	N/A	N/A	N/A
TOTAL				N/A			N/A

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ZONE 17: Shared Use/Multi Use Path/Trail Maintenance							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	AMELIA ISLAND TRAIL	FERNANDINA BEACH	From Peters Point to South End of Island	32000	5	5	7.35
2	BAILEY-SIMMONS TRAIL	FERNANDINA BEACH	From S Fletcher to end of Bailey Road	11615	5	5	2.67
3	JULIA STREET	FERNANDINA BEACH	From S Fletcher to American Beach Community Center	1200	5	5	0.28
4	AMELIA ISLAND PARKWAY TRAIL	FERNANDINA BEACH	FUTURE TRAIL; PHASE 1 - S FLETCHER TO VIA DEL RAY	4600	5	5	1.06
5	AMELIA ISLAND PARKWAY TRAIL	FERNANDINA BEACH	FUTURE TRAIL; PHASE 2 - VIA DEL RAY TO 14TH ST	4600	5	5	1.06
6	AMELIA ISLAND PARKWAY TRAIL	FERNANDINA BEACH	FUTURE TRAIL; PHASE 3 - 14TH ST TO BAILEY ROAD	3800	5	5	0.87
7	AMELIA ISLAND PARKWAY TRAIL	FERNANDINA BEACH	FUTURE TRAIL; PHASE 4 - BAILEY ROAD TO 8TH ST	4500	5	5	1.03
TOTAL				62315			14.31

ZONE 18: AMELIA ISLAND PARKWAY							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	AMELIA	YULEE	SR200 to First	N/A	N/A	N/A	N/A

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	ISLAND PARKWAY		Coast Highway				
TOTAL				N/A			N/A

ZONE 19:							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1		YULEE	SR200 to Old Nassauville Road	N/A	N/A	N/A	N/A
TOTAL				N/A			N/A

ZONE 20: Chip Seal Roads-County Wide							
#	Street Name	Location	Directions	Length	Side 1	Side 2	Approx Acreage
1	BOYD ROAD	BRYCEVILLE	Off CR121; Near Brandy Branch	2600	12	12	1.43
2	CHURCH AVENUE	BRYCEVILLE	Off US301, across from Fouraker Road	400	12	12	0.22
3	DB HICKS ROAD	BRYCEVILLE	Off CR121; North of CR119	4000	12	12	2.20
4	D FOURAKER ROAD	BRYCEVILLE	Off Horseshoe Circle	1195	12	12	0.66
5	FOURAKER ROAD	BRYCEVILLE	Between Church Ave and US301	1375	12	12	0.76
6	MIDDLE ROAD	BRYCEVILLE	Off Horseshoe Circle	1385	12	12	0.76
7	SHERI LANE	BRYCEVILLE	Off DB Hicks Road	1600	12	12	0.88
8	ANN DRIVE	CALLAHAN	Off Colby Drive, loops back into itself	1000	12	12	0.55
9	CATHERINE AVENUE	CALLAHAN	Between Cynthia Avenue and Lisa Drive	1300	12	12	0.72

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10	COOK DRIVE	CALLAHAN	Continues South @ intersection with Marsh Road	980	12	12	0.54
11	CORNELIA COURT	CALLAHAN	Off Sheffield Road	450	12	12	0.25
12	CYNTHIA AVENUE	CALLAHAN	Between Janice Drive and Catherine Avenue	800	12	12	0.44
13	DEBBIE COURT	CALLAHAN	Between Sheffield Road and Lawhon Rd	760	12	12	0.42
14	FOURACRE CIRCLE	CALLAHAN	Off Lem Turner Road	2400	12	12	1.32
15	HOWARD ROAD	CALLAHAN	Off Lem Turner Road; crosses Sheffield Road	1350	12	12	0.74
16	HUNTER ROAD	CALLAHAN	Off Ratliff Road	875	12	12	0.48
17	JENELLE COURT	CALLAHAN	Off Sheffield Road	900	12	12	0.50
18	KAREN ROAD	CALLAHAN	Off Sherry Road; off River Road	895	12	12	0.49
19	KARMA LANE	CALLAHAN	At end of Cook Drive going South	250	12	12	0.14
20	KINGBIRD DRIVE	CALLAHAN	off us 301, south of Callahan	1350	16	16	0.99
21	LANCE ROAD	CALLAHAN	Off Sherry Road; off River Road	905	12	12	0.50
22	LAWHON ROAD	CALLAHAN	At end of paved section; runs to Debbie Court	2325	12	12	1.28
23	LARSEN ROAD	CALLAHAN	Off Thomas Creek Road	600	12	12	0.33
24	LEE DRIVE	CALLAHAN	At end of paved Section	4600	12	12	2.53

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25	LEE STONER ROAD	CALLAHAN	Off Lem Turner Road	1550	12	12	0.85
26	MARIA AVENUE	CALLAHAN	Between Lisa Drive and Maria Avenue	630	12	12	0.35
27	MARLEE ROAD	CALLAHAN	At the North end of the paved section	600	12	12	0.33
28	MAYHAW LANE	CALLAHAN	at the end of Swallowfork Avenue	2250	16	16	1.65
29	OAK HILL LANE	CALLAHAN	Off River Road; across from Ballpark Road	1975	12	12	1.09
30	OGILVIE ROAD	CALLAHAN	Off Lem Turner Road;at Clear Lake Estates entrance	3850	12	12	2.12
31	OLIFF ROAD	CALLAHAN	At end of Cook Drive going North	620	12	12	0.34
32	PARKS ROAD	CALLAHAN	Off US1; South of Callahan, just north of Ratliff Rd	680	12	12	0.37
33	ROY BOOTH ROAD	CALLAHAN	At end of paved section; intersects with Camelot	900	12	12	0.50
34	R. JONES ROAD	CALLAHAN	Off Old Dixie Highway, near Bypass Road	585	12	12	0.32
35	SAULS ROAD	CALLAHAN	Between US1 & Musslewhite	19100	16	16	14.03
36	SHIRLEY AVENUE	CALLAHAN	Between Janice Drive and Maria Avenue	575	12	12	0.32
37	SWALLOWFORK AVENUE	CALLAHAN	Between Kingbird Dr and Mayhaw	5600	16	16	4.11

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Addendum No. 1

			Lane				
38	WANSLEY ROAD	HILLIARD	Off Lessie Road near Mount Olive Church	1515	12	12	0.83
39	COOPER'S NECK ROAD	HILLIARD	Off Lessie Road	4850	12	12	2.67
40	TIMMONS ROAD	HILLIARD	Off Lessie Road	1150	12	12	0.63
41	MILL CREEK ROAD	HILLIARD	Between CR121 and Carroll Corner Road	1100	12	12	0.61
42	SHEARD STOKES ROAD	HILLIARD	At end of paved section, intersection with Rowe Road	850	12	12	0.47
43	KARNCHAPKING ROAD	HILLIARD	Off CR 108 West; East of Willie Hodges Road	1250	12	12	0.69
44	CLYATT CIRCLE	HILLIARD	Off Old Dixie Highway in Hilliard	4600	12	12	2.53
45	CHRISTOPHER LANE	FERNANDINA	Off Winterberry Avenue	975	12	12	0.54
46	DUCK LAKE DRIVE	FERNANDINA	Loop Road; Continues off paved Section	1700	12	12	0.94
47	PLUM LOOP	FERNANDINA	Off Hendricks Road	2730	12	12	1.50
48	PANDY'S PLACE	FERNANDINA	Off Old Nassauville Rd	400	12	12	0.22
49	LONNIES LANE	FERNANDINA	Off Oneil-Scott Road	500	12	12	0.28
50	O'NEIL SCOTT ROAD	FERNANDINA	Off North side of SR200 @ Old nassauville Road	2250	12	12	1.24
51	OELSNER DRIVE	FERNANDINA	Between nassau River	700	12	12	0.39

Request for Proposal

NC24-019-RFP
County-Wide Mowing Services

Addendum No. 1

			Road and Arbor Lane				
52	WILDER BLVD	FERNANDINA	At intersection with Mallory Wilder Street	195	12	12	0.11
53	ARBOR LANE	FERNANDINA	At end of paved section	1400	12	12	0.77
54	SEYMOUR LANE	FERNANDINA	Off Arbor Lane	255	12	12	0.14
55	FRANK WARD ROAD	FERNANDINA	Off Old Nassauville Road, north of Amelia Concourse	3600	12	12	1.98
56	MOBLEY HEIGHTS ROAD	FERNANDINA	At end of paved section	775	12	12	0.43
57	LIVE OAK DRIVE	FERNANDINA	Between Merlin Drive and Winterberry Avenue	475	12	12	0.26
58	PALM CIRCLE	FERNANDINA	Loop Road off of Duck Lake Drive	1840	12	12	1.01
59	GERALD CIRCLE	FERNANDINA	Loop Road off of Ellis Landing Road	1350	12	12	0.74
60	NASSAU RIVER ROAD	FERNANDINA	At end of paved section; intersection of Oelsner Drive	625	12	12	0.34
61	CHEM CELL ROAD	FERN BEACH	Off Amelia Island Parkway	800	12	12	0.44
62	MIDWAY ROAD	FERN BEACH	Off of SR200;t of Bailey Road	800	12	12	0.44
63	PINE DRIVE	FERN BEACH	Between Binnieview Road and Mourning Dove Lane	330	12	12	0.18
64	DONNIE LANE	FERN BEACH	Off Clinch Drive	275	12	12	0.15

Request for Proposal

NC24-019-RFP
County-Wide Mowing Services

Addendum No. 1

65	PALM DRIVE	FERN BEACH	Between Binnieview Road and Mourning Dove Lane	1600	12	12	0.88
66	CONDOR AVENUE	YULEE	Off Winona Bayview Road	1000	12	12	0.55
67	WINONA BAYVIEW ROAD	YULEE	Between Airplane Lane and Radio Avenue	1250	12	12	0.69
68	PIRATES BLUFF ROAD	YULEE	Off Blackrock Road	650	12	12	0.36
69	DURDEN ROAD	YULEE	Off Blackrock Road	1300	12	12	0.72
70	WILL YOUNG ROAD	YULEE	Between Pirates Bluff Rd & Durden Road	2285	12	12	1.26
71	CEDAR AVENUE	YULEE	Off Blackrock Road	650	12	12	0.36
72	MILTON ROAD	YULEE	Between Radia Ave and Condor Ave	1000	12	12	0.55
73	DAWSON ROAD	YULEE	Off CR108 East; near US17	1025	12	12	0.56
74	GLENWOOD ROAD	YULEE	Off Cedar Avenue	900	12	12	0.50
75	BELL RIVER ESTATES ROAD	YULEE	Off Roses Bluff Road	1500	12	12	0.83
76	FREEMAN ROAD	YULEE	Off Blackrock Road	1500	12	12	0.83
77	MYRTICE ROAD	YULEE	Intersects with Radio Ave, near Winona Bayview Road	1820	12	12	1.00
78	CREWS CREEK AVENUE	YULEE	Off Blackrock Road	1650	12	12	0.91
79	LANG ROAD	YULEE	Off Blackrock Road	650	12	12	0.36

Request for Proposal

NC24-019-RFP
County-Wide Mowing Services

Addendum No. 1

80	RANDY ROAD	YULEE	Off Edwards Road	1100	12	12	0.61
81	NEWELL ROAD	YULEE	Between Randy Road and Edwards Road	775	12	12	0.43
82	TWISTED OAKS DRIVE	YULEE	Between Randy Road and Edwards Road	700	12	12	0.39
83	PARRISH ROAD	YULEE	Between Randy Road and Edwards Road	650	12	12	0.36
84	MARANATHA ROAD	YULEE	Off Blackrock Road	2050	12	12	1.13
85	DOUGLAS ROAD	FERNANDINA	Off Mobley Heights Road	3000	12	12	1.65
86	MERLIN ROAD	FERNANDINA	Between Old Nassauville Road and Duck Lake Drive	775	12	12	0.43
87	CARROLL CORNER ROAD	HILLIARD	Off CR121 @ intersection with CR108 West	1125	12	12	0.62
TOTAL				102980			82.03



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: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 2
Request for Proposal Number NC24-019-RFP
County-Wide Mowing Services for Right-of-Ways

DATE: June 24, 2024

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

Questions and Answers:

1. I did not see the District Sheets in the bid docs or any indication of the acreage on each bid item. Can you please provide the size (acreage) for each item being bid on please?

Answer: Appendix "F", Zone List – Addendum 1 was provided with Addendum No. 1. dated June 18, 2024.

2. Good afternoon, what are the starting and stopping points for each section in the RFP? Urban mowing, suburban mowing, Rural mowing. Where is the end mark for each roadway?

Answer: Appendix "F", Zone List – Addendum 1 was provided with Addendum No. 1. dated June 18, 2024.

3. Is there availability to meet for a site visit?

Answer: The County will not hold site visits.; however, Respondents are encouraged to visit sites on their own using the Zone List included with Addendum No. 1 dated June 18, 2024.

4. Can you please set up a pre-bid site walk to view these properties with all prospective bidders?

Answer: The County will not hold site visits.; however, Respondents are encouraged to visit sites on their own using the Zone List included with Addendum No. 1 dated June 18, 2024.

5. Can you please provide clear and outlined maps for each of the areas in the RFP?

Answer: Maps of the areas to be serviced do not exist, refer to the Appendix “F”, Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024.

6. Is a bid bond required? Is a performance bond required? If yes, can you please provide details?

Answer: A bid bond is not required.

7. Can you please provide the past contract or contracts for these services in the past to all prospective bidders?

Answer: Awarded Vendor’s Bid Response Price Sheets for current contracts are included in this Addendum No. 2. Respondents that wish to request the full executed contracts for these services should email records@nassaucountyfl.com.

8. Good Afternoon, we did not see the frequency of cuttings on Amelia Concourse Road and wanted to verify if this was 40 cuts per year?

Answer: Yes, Amelia Concourse is to be mowed 40 times per year. Refer to Section B, Subsection IX on page 13 of the RFP.

9. For the Shared Use/ Multi Use Path/ Trail Maintenance, can you supply a map or confirm which trails are included? This is a link of Nassau County Bike Trails provided by Nassau County Parks & Rec, are these the trails we should be cutting or are their others: <https://ameliaislandliving.com/fernandinabeach/wp-content/uploads/2019/02/amelia-island-bike-trail-map.pdf>

Answer: Refer to the Zone 17 in Appendix “F”, Zone List - Addendum 1 provided in Addendum No. 1 dated June 18, 2024.

10. Can you provide road names for the categories Urban Mowing, Urban Mowing with High Pedestrian Traffic, Suburban Mowing, Suburban Mowing with High Pedestrian Traffic, Rural Mowing and Rural Mowing with High Pedestrian Traffic?

Answer: Refer to the Appendix “F”, Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024.

11. For road shoulders, is the vendor responsible for all edging of sidewalks present? Does the vendor cut up to the sidewalk or does the vendor cut until the wood line regardless of sidewalks presence?

Answer: Vendor shall cut to wood line or right-of-way line and edge both sides of sidewalk.

12. Can we please get a copy of the current contract?

Answer: Awarded Vendor's Bid Response Price Sheets for current contracts are included in this Addendum No. 2. Respondents that wish to request the full executed contracts for these services should email records@nassaucountyfl.com

13. Regarding Amelia Concourse- Is the vendor responsible for mulch replacement in beds? Are we to prune ornamental grasses, crape myrtles and trees? Will healthcare be needed for groundcover?

Answer: Refer to Sections Section B, Subsection X on page 13 of the RFP.

14. Regarding mulch mentioned throughout RFP- are there specific areas to be mulched?

Answer: Yes. Refer to the Scope of Work of each Category in the scope of work.

15. Are the roundabouts included for Amelia Island Parkway? If so, are the side pieces on opposing roads included?

Answer: Yes, roundabouts are included. There may be times where the maintenance is "adopted" for beautification, but please plan on including the roundabouts. The responsibility would be for the Amelia Island Parkway right-of-way, which includes the roundabouts and veers into the side streets.

16. Does the Scope of Work include all of SR 200, from A1A to Callahan?

Answer: No, the SR 200 work is from Amelia Island Parkway to Lime Street in Fernandina Beach.

17. On SR 200, is the scope only the medians? Any 'Side of Roads'?

Answer: Only the medians are included in the Scope of this RFP.

18. For the 'Shared Use/Multi Use Path/Trail Maintenance'... Where is this? Can it be located on a map?

Answer: Refer to the Appendix "F", Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024.

19. For Amelia Island Pkwy - 'Side of Roads' only or should it include medians, roundabouts, etc..?

Answer: The complete right-of-way is to be serviced which includes roundabouts,

side of roads and any median areas.

20. Amelia Concourse - Is this 'Medians' and 'Side of Roads' ?

Answer: Yes, medians and sides of roads are to be serviced.

21. Regarding 200/a1a: From Amelia Island Pkwy to Lime street: Native peanut in medians. Will this need healthcare or special scope of work?

Answer: There is no special scope of work at this time for the Native peanut.

22. Can we get a map of the areas in questions?

Answer: Refer to the Appendix “F”, Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024.

23. Who is the current contractor performing the work and what were their fees?

Answer: Awarded Vendor’s Bid Response Price Sheets for current contracts are included in this Addendum No. 2. Respondents that wish to request the full executed contracts for these services should email records@nassaucountyfl.com.

24. Is there a map of all the roads that are covered for this bid? For instance, I know some roads are covered by FDOT. Also, this only mentions Yulee and Amelia Island roads, does this account for West Nassau (Hilliard, Bryceville, Callahan) as well ?

Answer: Refer to the Appendix “F”, Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024

25. Zone list with roads and measurements was not included in the bid documents. Will that be provided?

Answer: Refer to the Appendix “F”, Zone List – Addendum 1 included with Addendum No. 1 dated June 18, 2024

26. Are bidders required to submit pricing for all service types?

Answer: To be considered responsive to the RFP, Respondents must provide pricing for all sections.

27. Can you please clarify the mowing frequencies for both High Pedestrian service types? Frequency is detailed as 8 times per year on a 2 1/2 week cycle. Should that read 16 cuts per year?

Answer: Yes. 16 cuts per year.

28. For Shared Use/Multi Use Path/Trail Maintenance, will paths be blown weekly throughout the calendar year (52 weeks) or weekly only through the 40 week service season?

Answer: It is for the calendar year (52 weeks).

29. Will bidder be required to edge all service types only once annually?

Answer: Section A.Subsection II) states power blade edging to be done a minimum of once per year on walkways, curb & gutter areas or similar areas. If it has a pedestrian walkway or path in the zone, it shall be blade edged.

Additional Information: The Title of this RFP is changed from County-Wide Mowing Services to County-Wide Mowing Services for Right-of-Ways.

The solicitation due date and opening time remains: July 3, 2024 at 10:00 AM EST

Attachments: Awarded Vendor's Bid Response Sheets for Current Contracts

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

North Florida Lawn Maintenance Inc., CM3056

Attachment "B"
 RESPONSE PRICE SHEET

AREA	SINGLE CUT	6 CUTS PER YEAR	8 CUTS PER YEAR	16 CUTS PER YEAR	SPECIAL 40 CUTS PER YEAR FOR AMELIA ISLAND PKWY
AMELIA ISLAND MOWING	no bid		no bid	no bid	
DISTRICT 2 OFF-ISLAND	no bid	no bid	no bid		
DISTRICT 3	no bid	no bid	no bid		
DISTRICT 4	61,726.70	370,360.20	458,541.20		
DISTRICT 5	29,887.20	179,323.20	222,019.20		
HIGH PEDESTRIAN AREAS	no bid			no bid	
AMELIA ISLAND PARKWAY	no bid			no bid	no bid
TOTAL	91,613.90	549,683.40	680,560.40	no bid	no bid
**PER ACRE COST FOR POSSIBLE ADDITION OF COUNTY ROADS NOT NORMALLY MOWED					\$75.00

BrightView Landscape Solutions,
 CM3057

**ATTACHMENT "B"
 RESPONSE PRICE SHEET**

AREA	SINGLE CUT	6 CUTS PER YEAR	8 CUTS PER YEAR	16 CUTS PER YEAR	SPECIAL 40 CUTS PER YEAR FOR AMELIA ISLAND PKWY
AMELIA ISLAND MOWING	\$ 9,972.00		\$79,776.00	\$159,552.00	
DISTRICT 2 OFF-ISLAND	\$17,592.00	\$105,552.00	\$140,736.00		
DISTRICT 3	\$34,416.00	\$206,496.00	\$275,328.00		
DISTRICT 4	\$96,996.00	\$581,976.00	\$775,968.00		
DISTRICT 5	\$46,968.00	\$281,808.00	\$375,744.00		
HIGH PEDESTRIAN AREAS	\$ 5,800.00			\$92,800.00	
AMELIA ISLAND PARKWAY	\$ 2,500.00			\$40,000.00	\$100,000.00
TOTAL	\$214,244.00	\$1,175,832.00	\$1,647,552.00	\$292,352.00	\$100,000.00
**PER ACRE COST FOR POSSIBLE ADDITION OF COUNTY ROADS NOT NORMALLY MOWED					\$120.00

ATTACHMENT "B"
RESPONSE PRICE SHEET

AREA	SINGLE CUT	6 CUTS PER YEAR	8 CUTS PER YEAR	16 CUTS PER YEAR	SPECIAL 40 CUTS PER YEAR FOR AMELIA ISLAND PKWY
AMELIA ISLAND MOWING	11,138.75		89,110.00	178,220.00	
DISTRICT 2 OFF-ISLAND	11,031.72	66,190.32	88,253.76		
DISTRICT 3	21,585.21	129,511.62	172,682.16		
DISTRICT 4	83,771.95	502,631.70	670,175.60		
DISTRICT 5	29,460.24	176,761.44	235,681.92		
HIGH PEDESTRIAN AREAS	9,055.05			144,880.80	
AMELIA ISLAND PARKWAY	4,000.00			62,400.00	\$154,000.00
TOTAL	170,042.98	875,095.08	1,255,903.40	385,500.80	154,000.00
**PER ACRE COST FOR POSSIBLE ADDITION OF COUNTY ROADS NOT NORMALLY MOWED					70.00 per acre

ELC



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: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 3
Request for Proposals Number NC24-019
County-Wide Mowing Services for Right-of-Ways

DATE: July 2, 2024

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

Questions and Answers:

1. For Zones that don't say high pedestrian traffic, how are they classified? Urban, rural or suburban?

Answer: Refer to the attached Mowing Zone Services List

2. Are we keeping the same frequencies that are listed in the original RFP

Answer: See attached Mowing Zone Services List

3. Is vendor expected to handle Nassau Station parks located on some of the roads in the RFP?

Answer: The scope of this solicitation only covers the Roadway Right-of-Ways and the Trails per the scope of work.

4. Is vendor responsible for the new tree ring beds on William Burgess?

Answer: Not at this time for this proposal.

5. Some rural area roads do not have much easement area to cut. Based on RFP side lengths, this goes into homeowner yards. Should we adjust side lengths accordingly per road?

Answer: The widths were an average for estimate purposes only, field conditions will dictate that the mowing should only extend to fence lines or woodlines. Do not go in

County-Wide Mowing Services for Right-of-Ways

to yards.

6. Is vendor responsible for roundabout on heron isles parkway?

Answer: Yes

7. Is mulch included in scope of service for Heron Isles pkwy?

Answer: No

8. Is there a specific end point to Arrigo Rd? It leads into a neighborhood. Where is HOA vs vendor responsibility?

Answer: Arrigo ends at the cul-de-sac east of Inlet Cove.

9. Is vendor to handle medians with Jasmine/tree beds/mulch? Is there a different scope for these items?

Answer: No, for this proposal, only mowing, edging and weed-eating.

10. Woodsbridge Rd has palm trees and jasmine. Vendor responsibility?

Answer: For this proposal, only mowing, edging and weed-eating.

11. Is vendor responsible for median at College pkwy and Creekvile Dr.?

Answer: Yes

12. is vendor to cut the ditch between diamond and emerald?

Answer: No, only the roadside ditches, not any of the outfall ditches.

13. Does vendor cut around the pond at Nassau Place?

Answer: Not for this proposal, only the road right of way.

14. Cut ditch at end of sweetbriar lane?

Answer: No

15. Is vendor responsible for boat ramp areas at Winterberry ave and Gainesville rd?

Answer: No

16. For roads with roundabouts- are the "island medians" included on the sides of the roundabouts?

County-Wide Mowing Services for Right-of-Ways

Answer: Yes

17. There's a cemetery at Alligator Creek Rd- is vendor to cut cemetery grounds?

Answer: No, the cemetery is not included in the scope of services.

18. Are areas marked with blue arrow included with roundabout?

Answer: Yes, those areas are included.

19. Will future trails listed be completed this year?

Answer: There is a possibility of a portion being completed. Some have started and some have not been bid yet. These are informational at this point and not part of the proposal.

20. Typically, regarding State, Government, CDD and other similar bids, a budget is made public. Is that the case here?

Answer: The budget depends on the proposals received.

21. Is there a prior tab sheet available?

Answer: Previous Bid Price Sheets were provided in Addendum 2.

22. Can the county provide what service types you consider each Zone to be?

Answer: Refer to the attached Mowing Zone Services List

23. The deadline and turnaround time for a bid of this size is not really enough time for a landscaping company to visit each site and do a true audit - especially since we don't have service maps as of yet to ensure when we visit each site, we know exactly what to maintain. That being said, can you please extend the deadline, ideally an additional two weeks, or longer?

Answer: The RFP Due date is being extended to July 11, 2024 at 10:00 AM EST..

24. Can you clarify the start date for all of these locations?

Answer: See Scope of Services under service types.

The solicitation due date and opening has been changed to: July 11, 2024 at 10:00 AM EST

Request for Proposals

NC24-019-RFQ

Addendum 3

County-Wide Mowing Services for Right-of-Ways

Attachment: Mowing Zone Services List

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

U - o O ° V# k7h

ZONE NUMBER	ZONE DESCRIPTION	SERVICE TYPE	CYCLES PER YEAR
1	Amelia Island; SR 200 to Sadler Road & All Roads North	URBAN MOWING	8
2	Amelia Island; South of Sadler Road & South of 200	URBAN MOWING	8
3	Amelia Island; SR 200 to Sadler Road & All Roads North	URBAN MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
4	Amelia Island; South of Sadler Road & South of 200	URBAN MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
5	Between ICW and Lofton Creek South of SR200	SUBURBAN MOWING	8
6	Between ICW and Lofton Creek South of SR200	SUBURBAN MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
7	Between ICW and Chester Road North of SR200	SUBURBAN MOWING	8
8	Between ICW and Chester Road North of SR200	SUBURBAN MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
9	Between Lofton Creek and I-95 South of SR200	SUBURBAN MOWING	8
10	Between Lofton Creek and I-95 South of SR200	SUBURBAN MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
11	Between Chester Road and I-95 North of SR200	SUBURBAN MOWING	8
12	Between I-95 and US1 South of SR200	SUBURBAN MOWING	8
13	West of US1 from State Line to County Line	RURAL MOWING	8
14	West of US1 from State Line to County Line	RURAL MOWING WITH HIGH PEDESTRIAN TRAFFIC	16
15	Between I-95 and US1 North of SR200	RURAL MOWING	8
16	SR 200/A1A Median Maintenance	ANNUAL MOWING	24
17	Shared Use/Multi Use Path/Trail Maintenance	ANNUAL MOWING	40
18	Amelia Island Parkway	ANNUAL MOWING	42
19	Amelia Concourse Road	ANNUAL MOWING	44
20	Chip Seal Roads (County Wide)	CHIP SEAL ROAD MOWING	3

NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

July 9, 2024

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, FL 32097

Re: RFP No. NC24-019-RFP

Distinguished Board Members,

We are pleased to submit the following bid package for County-Wide Mowing Services for Right-of-Ways. Founded in 2001, North Florida Lawn Maintenance, Inc. is owned and operated by Aaron and Emily Bailey. Aaron has resided in Nassau County since 1993, while Emily is a 4th generation native of Callahan and graduated from West Nassau High School in 1995. As small business owners, we understand the value of contracting with local service providers whenever possible. We take pride in the beautification of our county roadways, as these are roads we travel daily. We aim to provide competitive wages and benefits to increase gainful employment opportunities within our own county. Above all, we seek to operate with integrity, lifting those within our circle of influence to move our community in a positive direction.

As the current contractor servicing Districts 2-5, Amelia Island Roads, Amelia Island Parkway, and Amelia High Pedestrian Roads, we are well-acquainted with the policies and procedures for Nassau County, along with the majority of the zones included in the current request for proposal. To date, we are proud to have been able to provide nearly 3 years of service to Nassau County. Having been initially awarded Districts 4 and 5 in 2021, we have completed service on-time and within county specifications for the duration of our term. In the fall of 2023, we were offered the opportunity to assume the contracts for Amelia Island Roads, Amelia Island Parkway, and the Amelia High Pedestrian Roads due to the awarded vendor's inability to perform services as promised. In April of 2024, we were awarded Districts 2 and 3 in like manner. Our team successfully allocated both human and physical resources to absorb the additional contract work and bring those roads up to county standards while still maintaining our prior contractual obligations without negative affect.

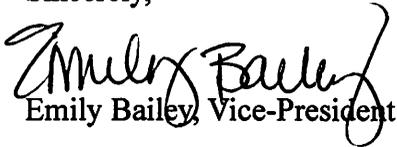
We are confident we can continue to provide a high quality of service to Nassau County in the coming years. Over the last three years, we have proven ourselves willing and capable to operate within the county's scope of service parameters. We shared with county personnel our

NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

issues and concerns as they have arisen. We are confident we can further improve these practices going forward and continue working together with you to provide our fellow Nassau County citizens with a greater return for their taxpayer dollars. Thank you for your consideration of our bid.

Sincerely,


Emily Bailey, Vice-President

Points of Contact:

Operations: Aaron Bailey, President
904-813-5777 (mobile)
aaron@nflawninc.com

Administration/
Accounting Emily Bailey, Vice-President
904-403-7481 (mobile)
emily@nflawninc.com

Physical address: 450124 State Road 200, Callahan, FL 32011
Mailing address: PO Box 910, Callahan, FL 32011
Office: 904-879-9812
Fax: 904-628-0173

NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
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Nassau County No. NC24-019-RFP
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NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

Knowledge and Qualifications

Organization, Structure, Philosophy

North Florida Lawn Maintenance, Inc. is a Sub-S Corporation organized in Florida in 2001 under the direction and ownership of Aaron and Emily Bailey. As President, Aaron manages and directs job-site scheduling and operations. Crew leaders report to Aaron directly regarding completion and quality of work along with employee issues or quality complaints that may arise. As Vice-President, Emily manages and directs all administrative tasks including accounts receivable and payable, human resource compliance, commercial insurance compliance, preparation of bid and contracts, payroll, etc. Day to day active participation by both owners results in higher standards of service and greater accountability by our staff. We are invested in building and preserving our reputation in the community through practices which serve both our clients and our employees well.

Years of Experience

This month marks 23 years of service through North Florida Lawn Maintenance, Inc., with Aaron having earned an additional two years prior experience as an employee of Jacksonville Lawn Care.

Summary of Qualifications

From 2001 through 2013, North Florida Lawn Maintenance, Inc. focused its efforts on maintaining residential and commercial properties. In 2013, we began a transition into roadway mowing. This has become our main focus over the last ten years, of which three years includes successful completion of contractual obligations to Nassau County specifically. We have full understanding of FDOT requirements regarding safety regulations. We have procedures in place to correct any error in service by our crews, while also diligently reporting to the county any damage encountered not resulting from our service.

Compliance

North Florida Lawn Maintenance, Inc. complies fully with local, state, and federal reporting requirements. As our headquarters is located within Nassau County but outside of town boundaries, we are not required to hold a business license. We comply with age restrictions, wage thresholds, overtime, and worker's compensation regulations per State of Florida and United States Department of Labor mandates.

Description of Experience

North Florida Lawn Maintenance, Inc. has operated as a subcontractor for the City of Jacksonville since 2009. Responsibilities include maintenance of parks, right of ways, and FDOT roadways to the city's standards. We are currently responsible for approximately 425 acres of roadway mowing on a 21 cut per year cycle and 67 acres of city neighborhood mowing on a 9 cut per year cycle. We have experience maintaining various solar farm properties up to 93 acres in size. This specialized mowing requires extra attention to detail to protect expensive infrastructure. We currently maintain 69 miles of gas transmission pipeline requiring extensive vetting and continued auditing by a third party provider in order to be an active vendor for Teco Peoples Gas. To date in 2024, we have bush hogged over 880 acres of large tract mowing for Rayonier and Callahan Timber Company.

NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

References

- Darnell Evans, 904-384-8411
J & D Maintenance and Services, Inc.
4779 Phyllis St.
Jacksonville, FL 32254
- James Evans, 904-226-2031
K and J Lawn Care, LLC
7001 Cisco Gardens Rd.
Jacksonville, FL 32219
- Jimmy White, 904-219-5163
Teco Peoples Gas
4040 Philips HWY
Jacksonville, FL 32207
- Jim Coleman, 904-879-3702
Callahan Timber Co.
450038 SR 200
Callahan, FL 32011
- Shane McClintock, 904-955-6733
Rayonier, Inc. (Raydient Division)
1 Rayonier Way
Wildlight, FL 32097
- Kathy Russell, 904-310-3489
Conservation and Environmental Manager
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034

NORTH  FLORIDA
LAWN MAINTENANCE

PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

Resources and Staff

Ability to Perform

Having maintained all available Nassau County mowing districts over the past 6 months, we are confident in our ability to maintain the proposed zones going forward. In addition to the owners, we are currently staffed with one clerical assistant, 2 crew leaders, 16 full time and 3 part time equipment operators. For the first time since COVID, we are receiving frequent inquiries regarding hiring and are holding several applications in case of future openings. We own all the necessary equipment to fulfill our commitment to the county. We participate in E-verify and require all employees to sign off on drug policies and employee handbooks. We are not only capable of performing the proposed services, we also comply with all insurance requirements to protect the county from liability.

Customer Service Procedures

In the event of service complaints from residents or county employees, we have a policy of responding to emails or calls within a 24 hour period, but most often same-day responses can be expected. Working as a sub for the City of Jacksonville, we are required to correct any reported failures within 48 hours. We are in the practice of doing the same for Nassau County, as well. We have remained in communication with county employees over the past 3 years, working well together to resolve issues. All complaints or failures are brought to the attention of the owner, Aaron, and he is personally involved in the resolution process. We are happy to communicate directly with citizens when beneficial in order to maintain goodwill among all involved.

Service Warranties

North Florida Lawn Maintenance, Inc. agrees to fulfill all specified requirements included within the scope of services detailed within the bid package. We commit to resolve any service disputes in a timely manner per the policies previously outlined. We acknowledge the county's right to withhold payment until service is deemed acceptable per contract terms. In the event of delay due to weather events, equipment issues, or labor shortage, we commit to communicate with the county as soon as the delay is realized and to give the county priority in catching up any delay.

Equipment

We currently own the equipment listed below and are in a position to add equipment as need demands. The majority of our mowers are rear discharge models that minimize the debris blown into the roadway. The majority of our equipment is less than 5 years old which minimizes downtime due to equipment failure.

TRACTORS AND IMPLEMENTS	ATV/UTV/RTV
2017 Kubota M7060 HDC Tractor	2016 Kubota 900RTV Utility Vehicle
2021 Kubota M5-111HDC-1 4WD Tractor	2013 Kawasaki Mule 610 4 x 4 XC
2021 Kubota M5-111HDC-1 4WD Tractor	2021 Kubota RTV500
2021 Kubota M7060 Tractor	2021 Kubota RTV520
2017 Kubota LA1154 Loader	2015 Polaris XP 900 Ranger
2017 12' Land Pride Folding Cutter	2021 Kubota RTV520
2021 Land Pride RC5715 15' Rotary Cutter	2022 Kubota RTV520-A Utility Vehicle
2021 Land Pride RC5715 15' Rotary Cutter	2022 Kubota RTV520-A Utility Vehicle
MOWERS	Skid Steer
2016 Hustler Hyperdrive	2023 Kubota SVL75-3HFWVC Skid Steer
2016 Hustler Hyperdrive	6' Mulching Mower Head
2020 Toro Z Master 6000	
2021 Dixie Chopper Classic 3572	
2021 Dixie Chopper Classic 3572	
2022 Hustler 942912 Mower	Misc
2022 Hustler 942912 Mower	Scag Windstorm Blower WS23-37BV-EFI
2022 Hustler 942912 Mower	
2023 Hustler Super 104 FX1000	
2023 Huster Super Z FX1000	

Safety

North Florida Lawn Maintenance, Inc. operates within necessary FDOT safety requirements. Our equipment and trucks are outfitted with reflective markers, safety lighting, and first aid kits. All roadway employees are issued high-visibility shirts, safety glasses, and ear plugs. Vehicles parked on site will not be an obstruction to traffic. Proper signage will be placed to alert traffic to men at work. Visible trash will be removed from roadways prior to mowing to avoid having it become a projectile.

Characteristics

Headquartered in Nassau County, North Florida Lawn Maintenance, Inc. can dispatch a crew to reach any area of the county within approximately 30 minutes. Should service-related issues arise, we can respond quickly to remedy the situation. In the event of property damage, citizens can deal directly with a local representative to have the problem resolved. We have operated locally, under the same ownership for 23 years, striving to build and maintain a positive reputation within the community. While our operation has grown significantly over the years, our clients can expect direct access to ownership throughout the contract term.

Size/Volume

North Florida Lawn Maintenance, Inc., currently employs eighteen full-time and three part-time equipment operators, along with one full-time clerical staff member in addition to our two actively employed shareholders. Our direct employees maintain all currently contracted roadways in Nassau County (approximately 2100 acres) along with various other contracted work totaling over 1.3 million dollars in revenue in 2023. Meanwhile, we oversee direct subcontractors for our projects in Duval County, maintaining nearly 500 additional acres and accounting for over \$670,000.00 in revenue last year. This brings our total revenue for 2024 to just over 2 million dollars.

Personnel

Aaron and Emily Bailey have owned and operated North Florida Lawn Maintenance, Inc. for 23 years, with Aaron having an additional prior two years in the lawn maintenance industry. Our crew leaders hold 8 and 6 years experience respectively. Additionally, we are proud to employ three retired Nassau County Sheriff's deputies as tractor operators. They have increased our efficiency of operation while lowering cost and proved themselves assets to our company through their attention to detail, safety, and continued focus on service to our community.

Weekly Acreage

During the height of the growing season, North Florida Lawn Maintenance, Inc. routinely mows in excess of 545 acres per week in-house, while overseeing subcontractors who mow an additional 200+ acres per week.

NORTH FLORIDA LAWN MAINTENANCE

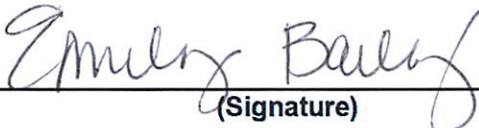
PO Box 910, Callahan, FL 32011 ~ p 904-879-9812
f 904-628-0173 ~ office@nflawninc.com

APPENDIX "B" PRICE SHEET

Vendor(s) shall provide the County-Wide Mowing Services in accordance with Appendix "A", Scope of Services at the price(s) below.

Service Type	Cost per Acre
Urban Mowing	\$74.50
Urban Mowing with High Pedestrian Traffic	\$75.00
Suburban Mowing	\$74.50
Suburban Mowing with High Pedestrian Traffic	\$75.00
Rural Mowing	\$65.00
Rural Mowing with High Pedestrian Traffic	\$65.00
Chip Seal	\$150.00

Service Type	Annual Cost
SR 200/A1A Median Maintenance	\$33,000.00
Shared Use/Multi Use Path/Trail Maintenance	\$46,530.00
Amelia Island Parkway	\$93,720.00
Amelia Concourse Road	\$177,700.00

BY: 
(Signature)

Emily Bailey

(Above name Printed or Typed)

Company: North Florida Lawn Maintenance, Inc.

Address: PO Box 910

City, State, Zip: Callahan, FL 32011

Phone Number: 904-879-9812

E-Mail: emily@nflawninc.com

**FORM A
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 County-Wide Mowing Services for Right-of-Ways, RFP No. NC24-019-RFP.
2. This sworn statement is submitted by North Florida Lawn Maintenance, Inc. (entity submitting sworn statement), whose business address is 450124 State Road 200, Callahan, FL 32011 and its Federal Employee Identification Number (FEIN) is 59-3738287. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Emily Bailey (please print name of individual signing), and my relationship to the entity named above is Vice-President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

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

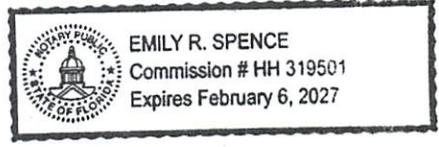
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Emily Bailey
Signature
7/9/24
Date

State of: Florida
County of: Alachua

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of July, 2024 by EMILY BAILEY who is personally known to me or produced FLDL as identification.

Emily Spence
Notary Public
My commission expires: 02/06/2027



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: J & D Maintenance and Services, Inc.
Address: 4779 Phyllis St., Jacksonville, FL 32254
Contract Person: Darnell Evans
Phone: Email: 904-384-8411 / qualitycontrol@janddmaintenance.com
Project Description: ROW and FDOT mowing (approx 255 acres) 21 cycles per year, Neighborhood mowing (approx 67 acres) 9 cycles per year
Contract \$ Amount: \$2,568,389.95
Date Completed: current; ends September 30, 2024

Reference #2:

Company/Agency Name: K and J Lawn Care, LLC
Address: 7001 Cisco Gardens Rd., Jacksonville, FL 32219
Contract Person: James Evans
Phone: Email: 904-226-2031 / kandjofficemanager@aol.com
Project Description: ROW and FDOT mowing (approx 170 acres) 21 cycles per year
Contract \$ Amount: \$2,307,704.97
Date Completed: current; ends September 30, 2024

Reference #3:

Company/Agency Name: Teco Peoples Gas
Address: 4040 Phillips HWY, Jacksonville, FL 32207
Contract Person: Jimmy White
Phone: Email: 904-219-5163 / jwhitejr@tecoenergy.com
Project Description: Mow gas transmission pipeline sites (approx 69.5 linear miles) 3 times per year
Contract \$ Amount: \$100,000.00
Date Completed: current; ends March 1, 2026

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: North Florida Lawn Maintenance, Inc.
Attn: Aaron Bailey
Mailing Address: PO Box 910, Callahan, FL 32011

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): Emily Bailey
Title: Vice-President
Email Address: emily@nflawninc.com
Phone Number: 904-879-9812

FORM C DRUG FREE WORKPLACE CERTIFICATE

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

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or 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.

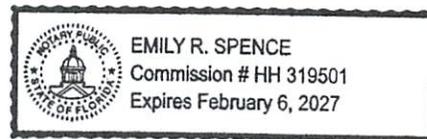
"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Emily Bailey
Authorized Signature
7/9/24
Date Signed

State of: Florida
County of: Nassau

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of July, 2024 by Emily Bailey who is personally known to me or produced FLDL as identification.

Emily R. Spence
Notary Public
My commission expires: 02/06/2027



FORM D
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: County-Wide Mowing Services for Right-of-Ways

Bid No./Contract No.: NC24-019-RFP

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 D - 1 CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

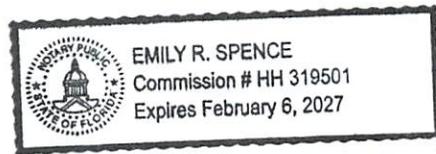
Emily Bailey
Print Name: Emily Bailey
Date: 7/9/24

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 July 2024 (Date) by Emily Bailey (Name of Officer or Agent, Title of Officer or Agent) of North Florida Lawn Maintenance, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FL DL as identification.

Emily Spence
Notary Public
Emily Spence
Printed Name

My Commission Expires: 02/06/2027





Company ID Number: 1706887

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 1706887

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1706887

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

D. RESPONSIBILITIES OF DHS

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



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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

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



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Information Required for the E-Verify Program

Information relating to your Company:

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



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

FL 1



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

Name Emilv Bailev
Phone Number 9048799812
Fax 9046280173
Email emilv@nflawninc.com

Name Emily Bailev
Phone Number 9048799812
Fax 9046280173
Email emilv@nflawninc.com



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

**COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 4, 2022

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 15, 2022

Policy Number: 830-55458

Countersigned by:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.

Insured: North Florida Lawn Maintenance, Inc.

WC 00 03 13 (Ed. 4-84)

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **Insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **Insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the accident or loss which caused the **bodily injury or property damage.**

All other policy terms and conditions apply.

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PERSONS AND ORGANIZATIONS INSURED

Each of the following is an **insured** under this policy to the extent described below:

- A.** If **you** are designated in the Declarations as an individual, **you** and **your** spouse are **insureds**, but only for the conduct of a business of which **you** are the sole owner.

- B.** If **you** are designated in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.

- C.** If **you** are designated in the Declarations as a limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as managers.

- D.** If **you** are a trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.

- E.** If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company:
 - 1.** **You** are an **insured**; and

 - 2.** Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as an **insured** if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy term, whichever is earlier; and

- b.** Coverage does not apply to **bodily injury, property damage, personal injury or advertising injury** that occurred before **you** acquired or formed the organization.

F. Any **executive officer** or director of **yours** while acting within the scope of his or her duties for **you**. **Your** stockholders are **insureds**, but only with respect to their liability as a stockholder.

G. Any person (other than **your** employee) or organization while acting as **your** real estate manager.

H. Any person, organization, trustee or estate with respect to which **you** are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of, or to facilities of or used by, **you**.

I. Subject to the terms and conditions of this insurance, any other **insured(s)** included in the **scheduled underlying insurance** issued to **you** and shown in the Declarations, but only to the extent that insurance is provided for such other **insured(s)** in the **scheduled underlying insurance**.



However, no person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named **Insured** in the Declarations.

LIMITS OF LIABILITY

A. The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:

- 2.** Persons or organizations who sustain damage;

- 3.** Claims made or **suits** brought; or

1. Insureds;