

**CONTRACT FOR AMELIA ISLAND CONCOURSE 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 **Keyserv Company, LLC dba Trim All Lawn Service, Inc.**, located at **910 South 8<sup>th</sup> Street, Suite 100, Fernandina, FL, 32034**, hereinafter referred to as the "Vendor" on the day and year last written below (hereinafter "Effective Date").

**WHEREAS**, the County received proposals for mowing services, on or about March 13, 2025. Said services are more fully described in the County's Request for Proposal (RFP), attached hereto and incorporated herein as Exhibit "A"; and

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

**WHEREAS**, all terms and conditions of the County's request for 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 and Price Sheet is attached hereto as Exhibit "B" and made a part hereof.

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

**SECTION 1. Recitals.**

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

**SECTION 2. Contract Exhibits.**

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

**Exhibit "A"** COUNTY'S REQUEST FOR PROPOSAL AS MODIFIED BY  
ADDENDA; AND

**Exhibit "B"** VENDORS'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". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's RFP* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed Three Hundred Sixty-Thousand, Five Hundred Forty Dollars and 00/100 (\$360,540.00) for the goods and/or services referenced in Exhibit(s) "A" and "B". For any renewals of this Contract, the County shall pay the Vendor in an amount not to exceed One Hundred and Twenty Thousand One Hundred and Eighty Dollars and 00/100 (\$120,180.00) for each renewal. 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](mailto:pwinvoices@nassaucountyfl.com) and to [invoices@nassaucountyfl.com](mailto: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 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-

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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.**

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**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.**

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**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](http://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.

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**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](mailto: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

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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.

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**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.**

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**30.1** The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

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

**SECTION 32. Notices.**

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

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

Vendor: Keyserv Company, LLC dba Trim All Lawn Service, Inc.  
Attn: Jason Lee  
910 South 8<sup>th</sup> Street  
Fernandina Beach, Florida 32034

**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.

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**SECTION 40. Human Trafficking Affidavit.**

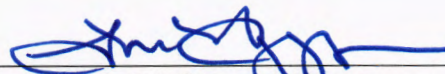
40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined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

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Contract No.: CM3906

**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**

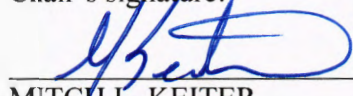


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: 6-9-25

Attest as to authenticity of the  
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

**KEYSERV COMPANY, LLC DBA  
TRIM ALL LAWN SERVICE, INC.**



By: Jason Lee

Its: Branch Manager

Date: 4/17/2025

Exhibit A - County RFP and Addenda

**NASSAU COUNTY  
FLORIDA**



**REQUEST FOR PROPOSAL (RFP)  
AMELIA CONCOURSE MOWING SERVICES**

**RFP NO. NC25-002-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**February 5, 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 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 Vendors(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 contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

**1.7 CONFLICT OF INTEREST:**

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

**SECTION 2: SCOPE OF SERVICES**

**2.1 SCOPE OF SERVICES:**

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with 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	January 10, 2025	
Pre-Proposal Meeting	N/A	N/A
Deadline for Questions	January 17, 2025	by 4:00 p.m.
County's Responses to Questions Posted to PlanetBids	January 24, 2025	
RFP Responses Due Date/Time and RFP Opening Date/Time	February 5, 2025	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of February 10, 2025	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:** There will be no pre-proposal meeting for this solicitation.
- 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**

#### **PART I. Amelia Concourse Landscape Maintenance Scope of Services.**

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

- 1.1 ROADWAY MOWING:** Turf will be mowed in intervals not to exceed once every seven (7) days, during the growing season (March 1 through November 30) and bi-weekly during the non-growing season (December 1 through February 28), and as otherwise needed to maintain a neat appearance or as stated on the bid summary form. Common Bermuda grass should be mowed at the 1.5-inch height; St. Augustine grass and Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by re-mowing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds.
- 1.2 POND AREA MOWING:** In addition to the roadway landscaping there are several stormwater management ponds that will require less frequent mowing and general maintenance. The contractor shall mow the grass on the pond sites once a month from April 1 to October 31 and every other month between November 1 and March 31 for a total of 9 times a year. The grass around the ponds is not irrigated. Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by re-mowing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds. The stormwater ponds are located as shown on the attached graphic and listed below.
- Amelia Concourse Subdivision Ponds
  - Timber Lake Ponds
  - Amelia National South Entrance Ponds
  - The Lakes at Amelia Pond
- 1.3 EDGING:** The Contractor shall edge plant beds, walkways, along fence lines roadway edges and all asphalt and hard surfaces by mechanical means every visit. Clippings shall either be vacuumed or blown off walks, roads and curbs, and material shall be removed and disposed of properly but never placed into retention ponds or down storm water drain systems.

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

## **PART 2: SHRUB, GROUNDCOVER, AND BED MAINTENANCE**

- 2.1 PRUNING:** Plants and shrubs shall be pruned by the Contractor at the best time for flower bud development, foliage growth and as the health of the plant may require. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design; they will be pruned in accordance with the intended function of the plant in its present location, and as often as needed to maintain health and appearance. Pruning

is an art that must be performed under the supervision of a highly trained foreman. The Contract shall remove non-hedge growth from hedges and shrubs, such as Spanish moss, vines and grasses. Prune plants in keeping with natural character of plants. Do not uniformly shear plants. The following pruning techniques are not allowed on trees or shrubs: topping, lion tailing, hat racking or heading. Use reduction cuts if height of plant is a concern. Pruning should be done to improve tree/shrub health, reduce risk of failure, control growth or enhance flowering. UF/IFAS Pruning Landscape Trees and Shrubs: <http://edis.ifas.ufl.edu/MG087>

**2.2 ANNUALS:** The annuals in the planting beds shall be replaced 4 times a year as needed during seasonal changes.

**2.3 FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule. A soil test should be taken to determine fertilization needs and soil pH. Unless soil test indicates other needs use a phosphorus amounts at 1-2 %. Nitrogen/potassium ratios should be 1:1 to 2:1. Apply minimal amount to achieve the desired effect. Established trees (more than three to five years since transplanting) do not need routine fertilization especially when located within turfgrass landscapes. To minimize leaching losses, broadcast N and K<sub>2</sub>O in small increments throughout the growing season of about 12 weeks (March, June, and September-October). Read and follow all directions on the fertilizer label. Standard fertilizer recommendations: <http://edis.ifas.ufl.edu/CN011>

**2.4 INSECTS AND DISEASE CONTROL FOR PLANTS:** The Contractor is responsible for the treatment of insects and disease. The appropriate fungicide or insecticide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Inspect (scout and monitor) plants weekly. Chemical applications will be administered on an as needed basis. Proper IPM (Integrated Pest Management) procedures should be followed: identify key pest on key plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods should also be employed.

**2.5 WEED CONTROL IN PLANTS BEDS:**

- a. The Contractor shall inspect and weed plant beds weekly for any weeds and errant grasses.
- b. Control weeds with use of herbicides, pre-emergent, and preferably, by proper manual removal of weeds and their root systems.
- c. Remove noxious weeds common to the area from planting areas by mechanical or chemical means and dispose of properly. Do not leave uprooted weeds in beds or along landscape.
- d. Apply herbicide in accordance with manufacturers published instructions.
- e. Do not apply herbicide when wind speeds are greater than 2 miles per hour. The Contractor shall provide all chemicals.

**2.6 MULCH:** The Contractor shall apply a 2-3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year. Mulch should be applied just outside the root ball, never touching the trunk or stem of trees or shrubs. Pine products are first preference as they improve soil. Avoid using rock or lime products as these

change the pH and compact the soil.

- 2.7** **TREES:** Utilize 10-0-8 with 6% Fe chelate, 6% Mg, 4% Mn, 40% slow-release soluble N to be in sulfate form Sulfur coated urea for slow release No Phosphorous Late Winter: 0.3 pounds per inch prior to flush and 0.5 pounds per inch after flush; Summer: 0.5 pounds per inch; and Late Fall: 0.5 pounds per inch.
- 2.8** **EROSION:** Contractor will monitor all areas for potential erosion and will be responsible for correcting each eroded area immediately.
- 2.9** **SIDEWALKS:** Contractor will on each visit ensure sidewalks are clean and free of debris and sand.
- 2.10** **FENCES:** Fence along right-away to be maintained weed free.

### **PART 3: LITTER REMOVAL**

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

### **PART 4: IRRIGATION SYSTEM**

- 4.1** Check irrigation system monthly for proper functioning, including start/stop times. Be sure rain sensor is in working order.
- 4.2** Program automatic programmable valve controllers for optimum watering of plant materials while maintaining water conservation practices. Adjust irrigation program to compensate for seasonal water requirements.
- 4.3** Repair damaged heads or laterals. Replace damaged irrigation components, which cannot be repaired, with new functioning components by same manufacturer, including the batteries where applicable. The Contractor shall not exceed \$150.00 per month without prior written approval from the County. Acceptable expenditures include replacement of damaged sprinkler heads, batteries, valve controllers, and laterals/riser. All expenditures shall be documented on monthly invoices.
- 4.4** Adjust the system for more frequent watering in very dry times or drought conditions. Start watering cycle so that watering ends by 6:00 AM on water cycle days. Properly water locations of new planting as necessary.

### **PART 5: SAFETY**

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

**PART 6: REPLACEMENT OF TREES, SHRUBS, AND OTHER ITEMS**

- 6.1** Replacement of Trees, Shrubs, and other items that are in need of replacement due to 3rd party damage and/or to correct problems by plant vegetation that obstructs the view and become a safety issues. The vendor must provide a Pass- through Cost for this type of service and provide cost verification with breakdown of labor rates. No work is to be completed without prior written approval from the County.

**REFERENCES:**

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

**APPENDIX "B"**  
**PRICE SHEET****APPENDIX "B"**  
**PRICE SHEET**

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

Service Type	Annual Cost
Amelia Concourse Road	

**Annual pricing will be used for each of the initial 3 years of the contract.**

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Above name Printed or Typed)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CRRGPFKZ'SCS**  
**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:

<b><u>Part One</u></b> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<b><u>Part Two</u></b> – 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.

**APPENDIX "D"****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](mailto: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](http://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](mailto: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: \_\_\_\_\_

**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: \_\_\_\_\_

**FORM E****COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT****Section 787.06, Florida Statutes****Contract, contract renewals and contract extensions**

Before me the undersigned authority, personally appeared \_\_\_\_\_, whom after being duly sworn, deposes and states:  
 Affiant

1. My name is \_\_\_\_\_ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with \_\_\_\_\_, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgment**

The foregoing Affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

Signature: \_\_\_\_\_

ATTACHMENT 1 - Amelia  
Concourse Median Planting

Feb 13, 2023 at 2:10:17 PM  
96017 Piedmont Dr  
Fernandina Beach FL 32034  
United States

**RAIN  BIRD®**

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

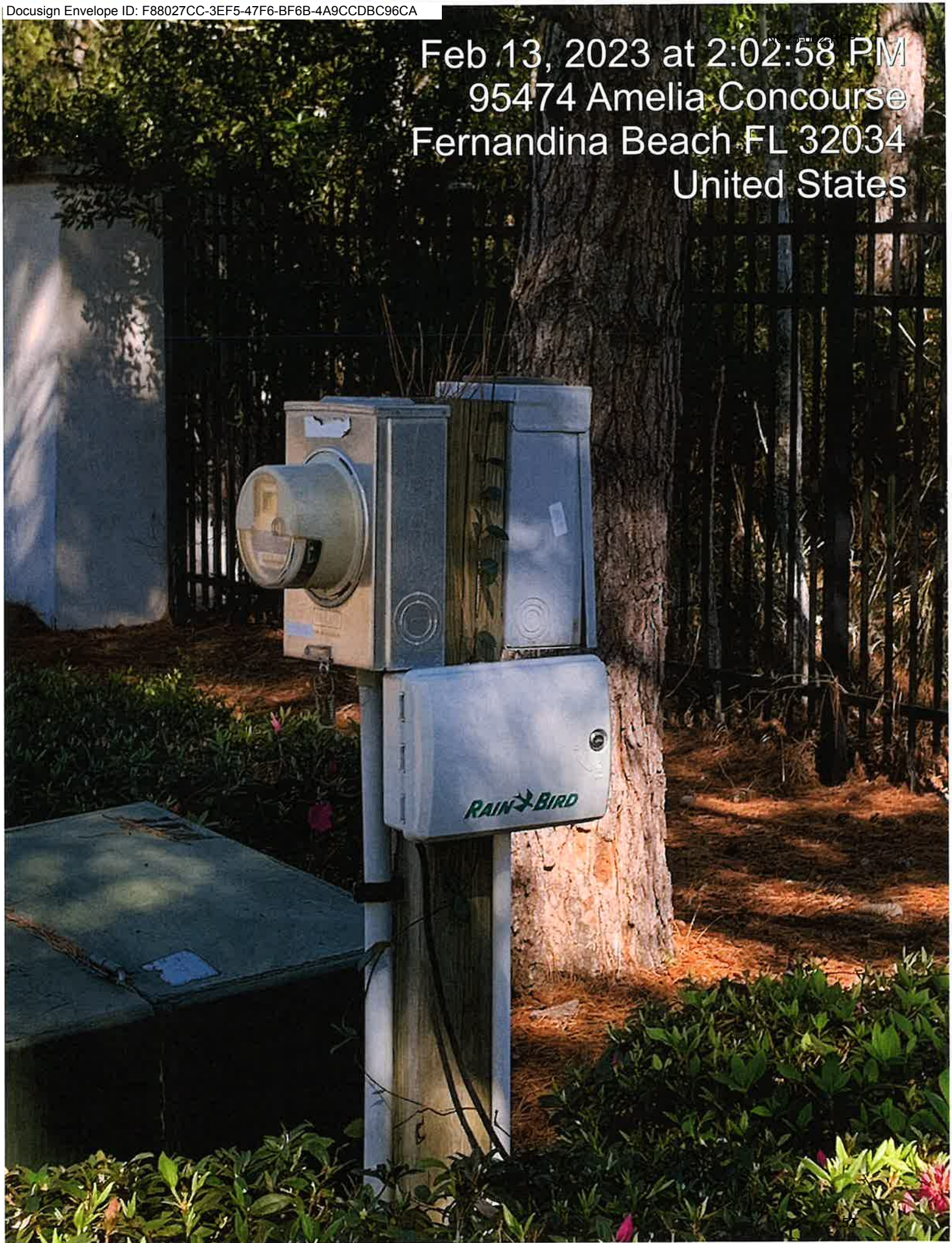
NC25-002-RFP

**RAIN**  **BIRD**

Feb 13, 2023 at 2:13:49 PM  
95730 Amelia Concourse  
Fernandina Beach FL 32034  
United States



Feb 13, 2023 at 2:02:58 PM  
95474 Amelia Concourse  
Fernandina Beach FL 32034  
United States



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



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



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

RAIN  BIRD

15  
18

Feb 13, 2023 at 2:07:52 PM  
96269 Ridgewood Cir  
Fernandina Beach FL 32034  
United States



Feb 13, 2023 at 1:48:07 PM  
95012 Timberlake Dr  
Fernandina Beach FL 32034  
United States



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



LANDSCAPE AND  
IRRIGATION PLANS  
FOR  
AMELIA CONCOURSE PHASE 1

INDEX OF DRAWINGS

- COVER SHEET
- L-1 PLANTING and IRRIGATION PLANS
- L-3 PLANTING AND WATERING SPECIFICATIONS

PREPARED FOR:

CONNELLY & WICKER INC.

PREPARED BY:



**A & K LAND PLANNING & DESIGN  
Inc.**  
1006 DUBBIN PARK DR., JACKSONVILLE, FLORIDA 32218  
PHONE: (904) 281-4100  
FAX: (904) 281-4101  
WWW.AKLANDPLANNINGDESIGN.COM

Date: MAY 9, 2006



**A & K LAND PLANNING & DESIGN  
Inc.**  
1006 DUBBIN PARK DR., JACKSONVILLE, FLORIDA 32218  
PHONE: (904) 281-4100  
FAX: (904) 281-4101  
WWW.AKLANDPLANNINGDESIGN.COM

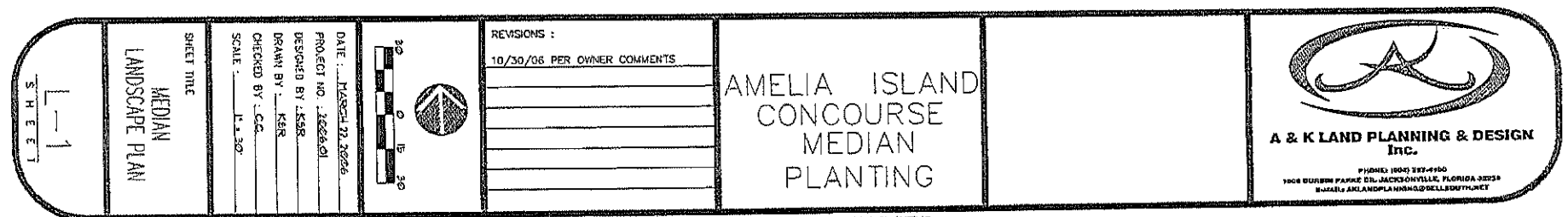
AMELIA ISLAND  
CONCOURSE  
LANDSCAPE

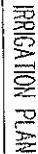
REVISIONS :  
10/30/06 PER OWNER COMMENTS


DATE : MAY 9, 2006  
PROJECT NO. : 060001  
DESIGNED BY : LSKR  
DRAWN BY : LSKR  
CHECKED BY : LSKR  
SCALE :  
SHEET TITLE  
COVER SHEET

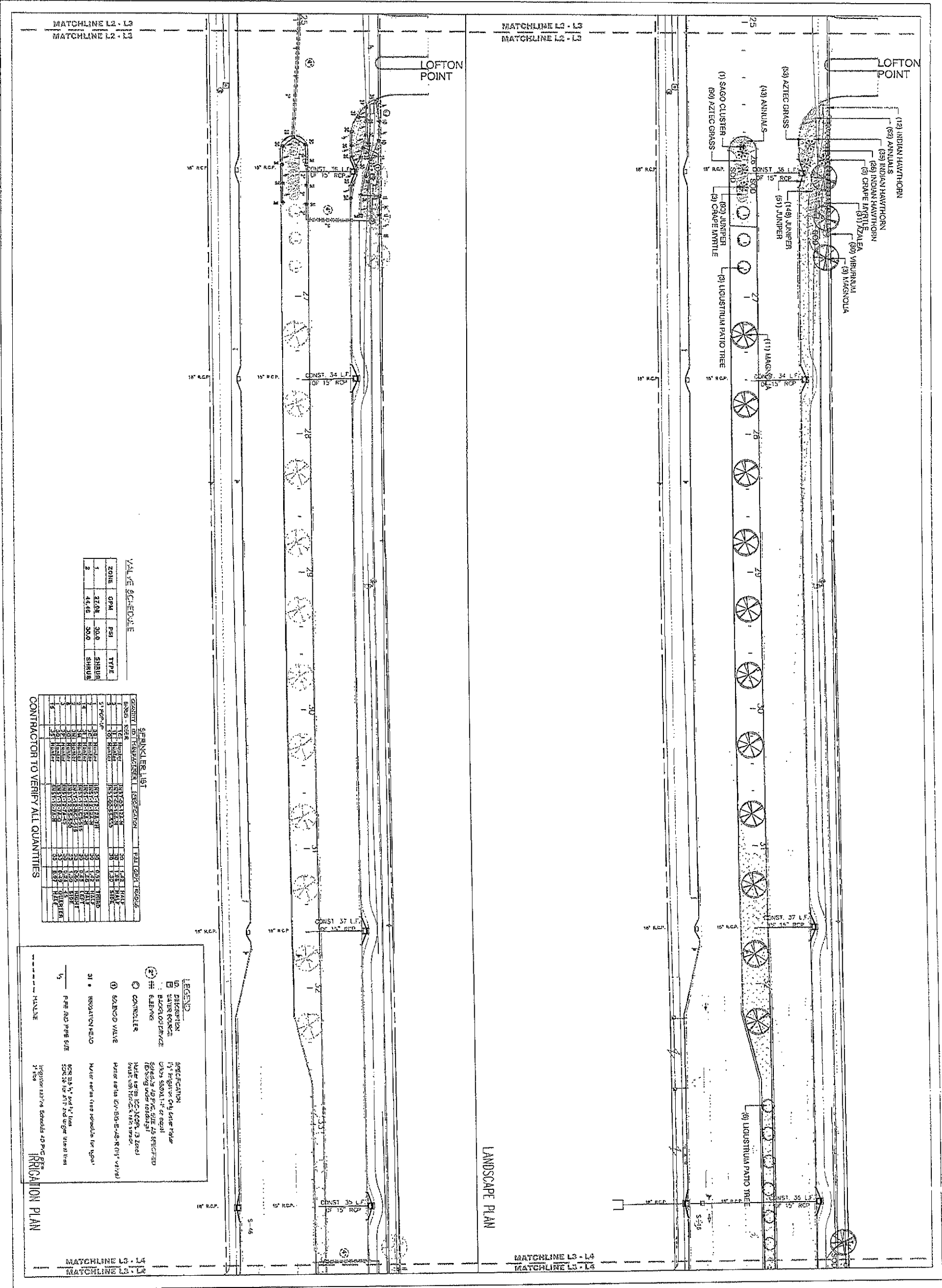
SHEET

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING





AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



DATE: MARCH 12, 2008

PROJECT NO.: 2008-01

DESIGNED BY: JKS

DRAWN BY: JKS

CHECKED BY: J.C.C.

SCALE: 1" = 30'

REVISIONS:

10/20/06 PER OWNER COMMENTS

11/16/06 PER FDOT REQUIREMENTS

AMELIA ISLAND CONCOURSE MEDIAN PLANTING

A & K LAND PLANNING & DESIGN Inc.

PHONE (850) 274-1100

1008 DUNN PARK DR. JACKSONVILLE, FLORIDA 32217

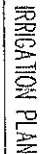
EMAIL: AKLANDPLANNING@GMAIL.COM




L-3

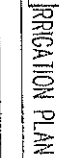
SHEET




MEDIAN LANDSCAPE PLAN

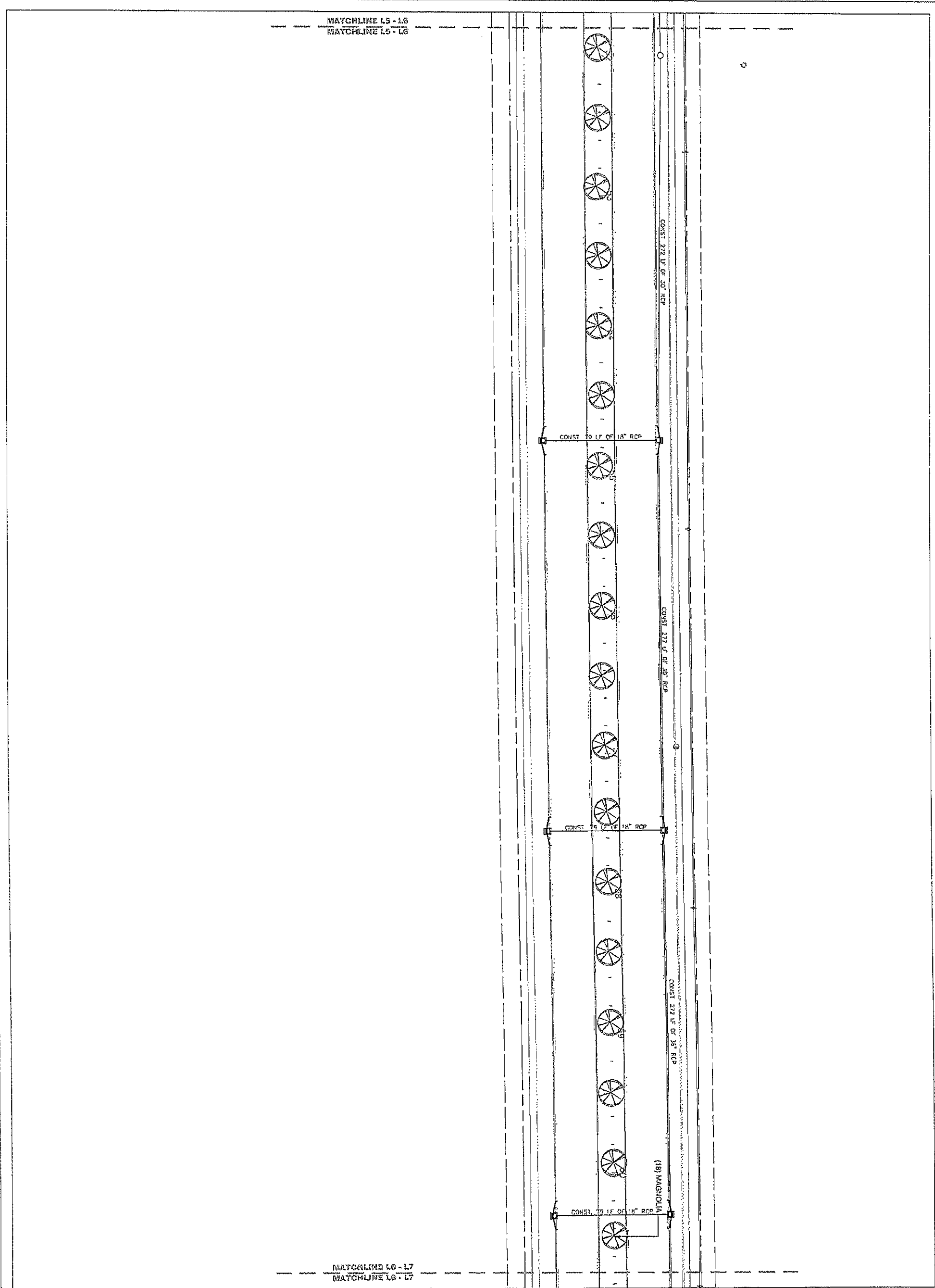
AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



SHEET <div style="text-align: center; font-size: 2em;">L-4</div>	MEDIAN LANDSCAPE PLAN	DATE : MARCH 22, 2006 PROJECT NO. : 2006-01 DESIGNED BY : KSR DRAWN BY : KSR CHECKED BY : J.C.C. SCALE : 1" = 30'	 	REVISIONS : 10/30/06 PER OWNER COMMENTS 11/16/06 PER FDOT REQUIREMENTS	<h2 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h2>	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> <small>PHONE (904) 387-4100          1308 BURNETT PARKS DR. JACKSONVILLE, FLORIDA 32216          E-MAIL: AKLANDPLANNING@GOLLSOUTHNET</small>
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SHEET TITLE <div style="text-align: center; border: 1px solid black; padding: 5px;">           MEDIAN            LANDSCAPE PLAN         </div>	DATE : MARCH 22, 2008 PROJECT NO : 28006-01 DESIGNED BY : LKS DRAWN BY : MSR CHECKED BY : LGC SCALE : 1" = 30'	 	REVISIONS : 10/30/08 PER OWNER COMMENTS 11/16/08 PER FDOT REQUIREMENTS	<h1 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h1>	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> PHONE: (844) 287-4100 1008 DUBBIN PARK DR. JACKSONVILLE, FLORIDA 32229 E-MAIL: AKLANDPLANNING@GMAILSOUTMANET
---	---	--	--	---	---



L-6

SHEET

MEDIAN

LANDSCAPE PLAN

SHEET TITLE

DATE : MARCH 23, 2026

PROJECT NO. : 22222.01

DESIGNED BY : KSR

DRAWN BY : KSR

CHECKED BY : C.C.

SCALE : 1" = 30'

REVISIONS :

AMELIA ISLAND

CONCOURSE

MEDIAN

PLANTING

A & K LAND PLANNING & DESIGN

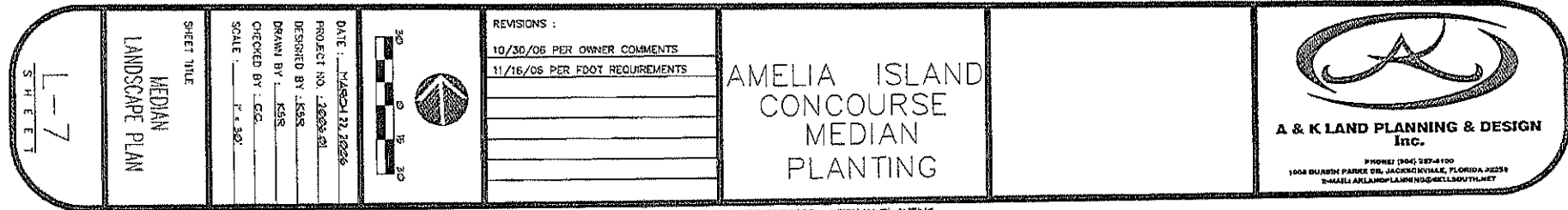
INC.

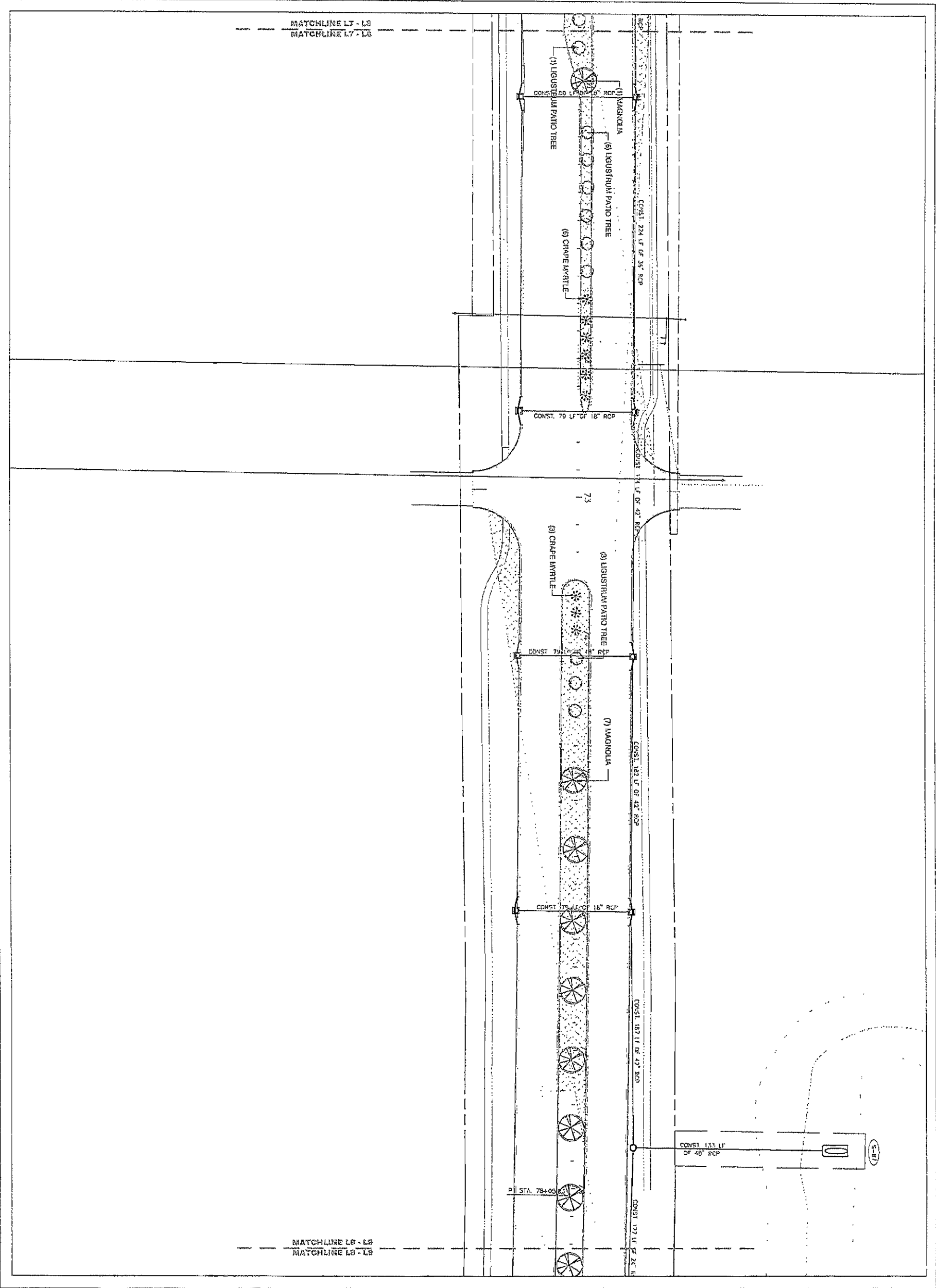
PHONE: (904) 253-4190

1006 DUNN WAYNE DR., JACKSONVILLE, FLORIDA 32229

8-AMERLANDPLANNING@GMAIL.COM

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING





30  
0  
15  
30

DATE : MARCH 27, 2008  
PROJECT NO : 2008-01  
DESIGNED BY : JSSR  
DRAWN BY : KSR  
CHECKED BY : JCC  
SCALE : 1" = 30'

REVISIONS :

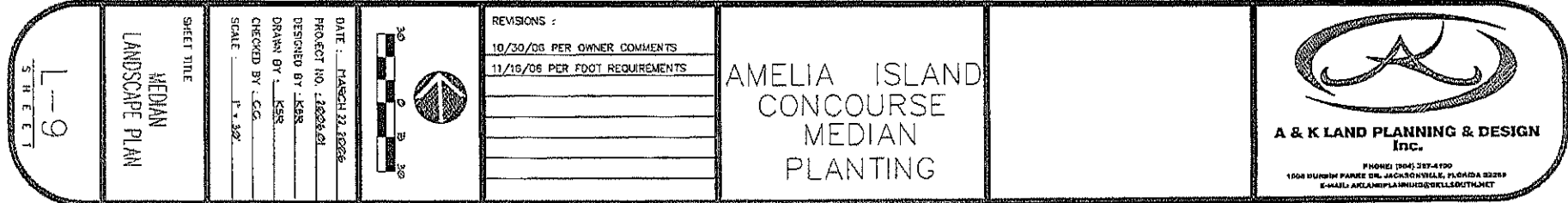

AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING

A & K LAND PLANNING & DESIGN  
Inc.  
PHONE (904) 287-4100  
1006 PURDIE PALM DR. JACKSONVILLE, FLORIDA 32231  
K.MARU.AKLANDPLANNING@GMAIL.COM

L-8  
SHEET

MEDIAN  
LANDSCAPE PLAN

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



- 
- Diagram illustrating the cross-section of a trench for a plant trunk, showing the following components and dimensions:
- SPACING:** Indicated as  $1/2 D$  and  $D$ .
  - 4" MIN. (3" MIN.) DEPTH:** Dimension for the top layer.
  - 4" MIN. CLEAR FROM TRUNK:** Dimension for the top layer.
  - GRADE:** The surface level above the trench.
  - PH VARIES:** Label for the top layer.
  - PLANT:** The plant trunk being installed.
  - TRENCH FOSFER:** The material lining the sides of the trench.
  - PREPARE PLANTING MIX PER SPECIFICATION:** The material filling the trench.
  - USE MAT:** A mat placed over the planting mix.
  - ENCASE AND PREPARE ENTIRE PLANTING BED:** The final step in the process.

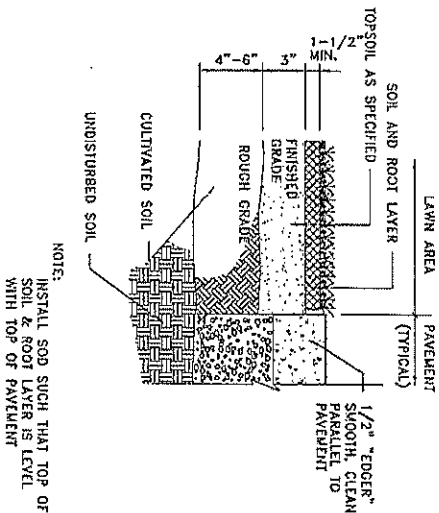
## SHRUB &amp; GROUND COVER PLANTING DETAIL

1. CONTRACTOR TO VERIFY ALL QUANTITIES
2. ALL TREES TO BE IRRIGATED WITH GATOR BAGS AND WATERING TRUCK. SEE WATERING SCHEDULE THIS SHEET.
3. ALL SOD TO BE IRRIGATED WATERING TRUCK. SEE WATERING SCHEDULE THIS SHEET.
4. ALL PLANT MATERIAL TO BE GUARANTEED FOR AT LEAST 1 YEAR.

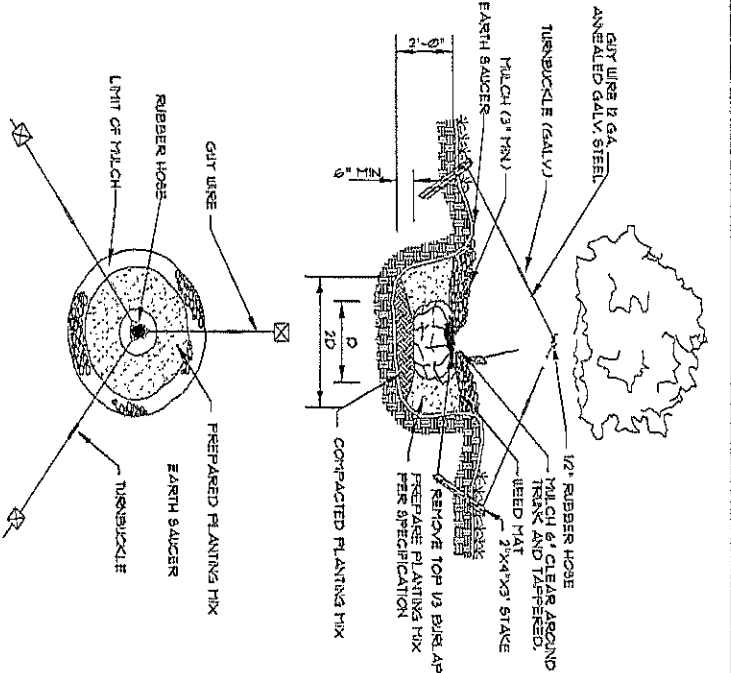
ABBREVIATION C.T. MEANS CLEAR TRUNK

### WATERING SCHEDULE - FOR ALL NONIRRIGATED PLANTED AREAS

NOTE: THIS IS A GENERAL SCHEDULE. PLANT MATERIAL MAY NEED MORE OR LESS WATER DEPENDING ON WEATHER, TIME OF YEAR, CONDITIONS, ETC.



SOD DETAIL



## TREE PLANTING DETAIL



**A & K LAND PLANNING & DESIGN  
Inc.**  
PHONE: (904) 287-4100  
1005 BURNING PALM DR., JACKSONVILLE, FLORIDA 32256  
KIM HANSEN, AIA, FASAI, AIA/NOAA, AIA/USDA, AIA/USDA/NOAA

AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING

AMELIA SALNO CONCOURSE - MEDIAN PLANTING

REVISIONS :

10/30/06 PER OWNER COMMENTS

11/16/06 PER FOOT REQUIREMENTS

DATE : MAY 9, 2026  
PROJECT NO. : 2026H  
DESIGNED BY : KAS  
DRAWN BY : KSR  
CHECKED BY : SC  
SCALE : 1" = 1'

**SHEET TITLE**  
**PLANTING & WATERING**  
**SPECIFICATIONS**

L-10  
SHEET

LANDSCAPE AND  
IRRIGATION PLANS  
FOR  
AMELIA CONCOURSE PHASE 1 & 2

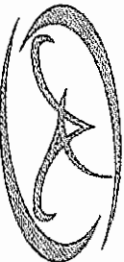
INDEX OF DRAWINGS

- L-1 COVER SHEET
- L-1-1 PLANTING and IRRIGATION PLANS PHASE 2
- L-1-15 PLANTING AND WATERING SPECIFICATIONS PHASE 2
- L-1-16 PLANTING and IRRIGATION PLANS PHASE 1

PREPARED FOR

CONNELLY & WICKER INC.

PREPARED BY:



A & K LAND PLANNING & DESIGN  
Inc.  
2400 NW 114th  
1000 BIRCH PARK BLVD. JACKSONVILLE, FLORIDA 32218  
EMAIL: AKLANDPLANNING@TELLESCOPES.NET

Date: MAY 9, 2006



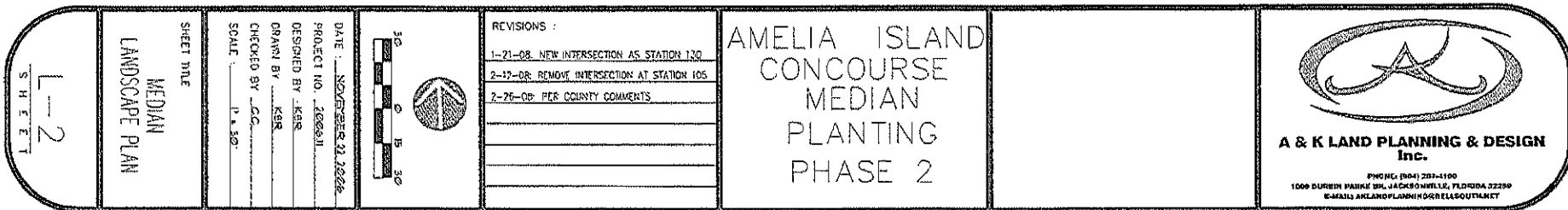
A & K LAND PLANNING & DESIGN  
Inc.  
PHONE: (904) 525-4100  
1000 BIRCH PARK BLVD. JACKSONVILLE, FLORIDA 32218  
EMAIL: AKLANDPLANNING@TELLESCOPES.NET

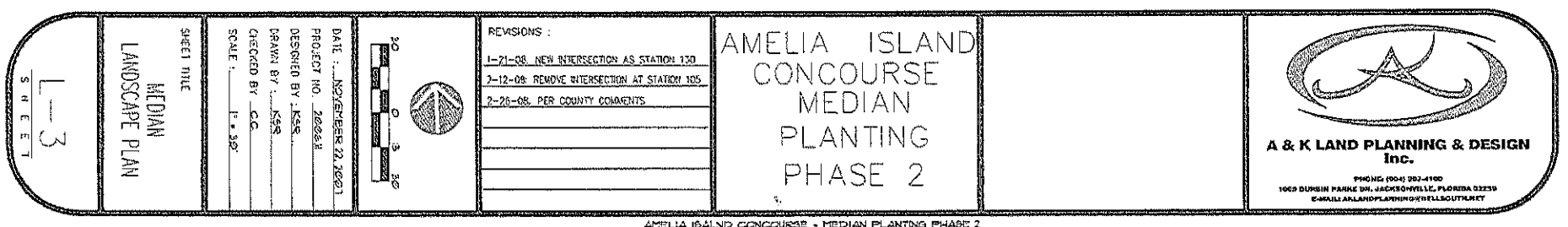
AMELIA ISLAND  
CONCOURSE  
LANDSCAPE

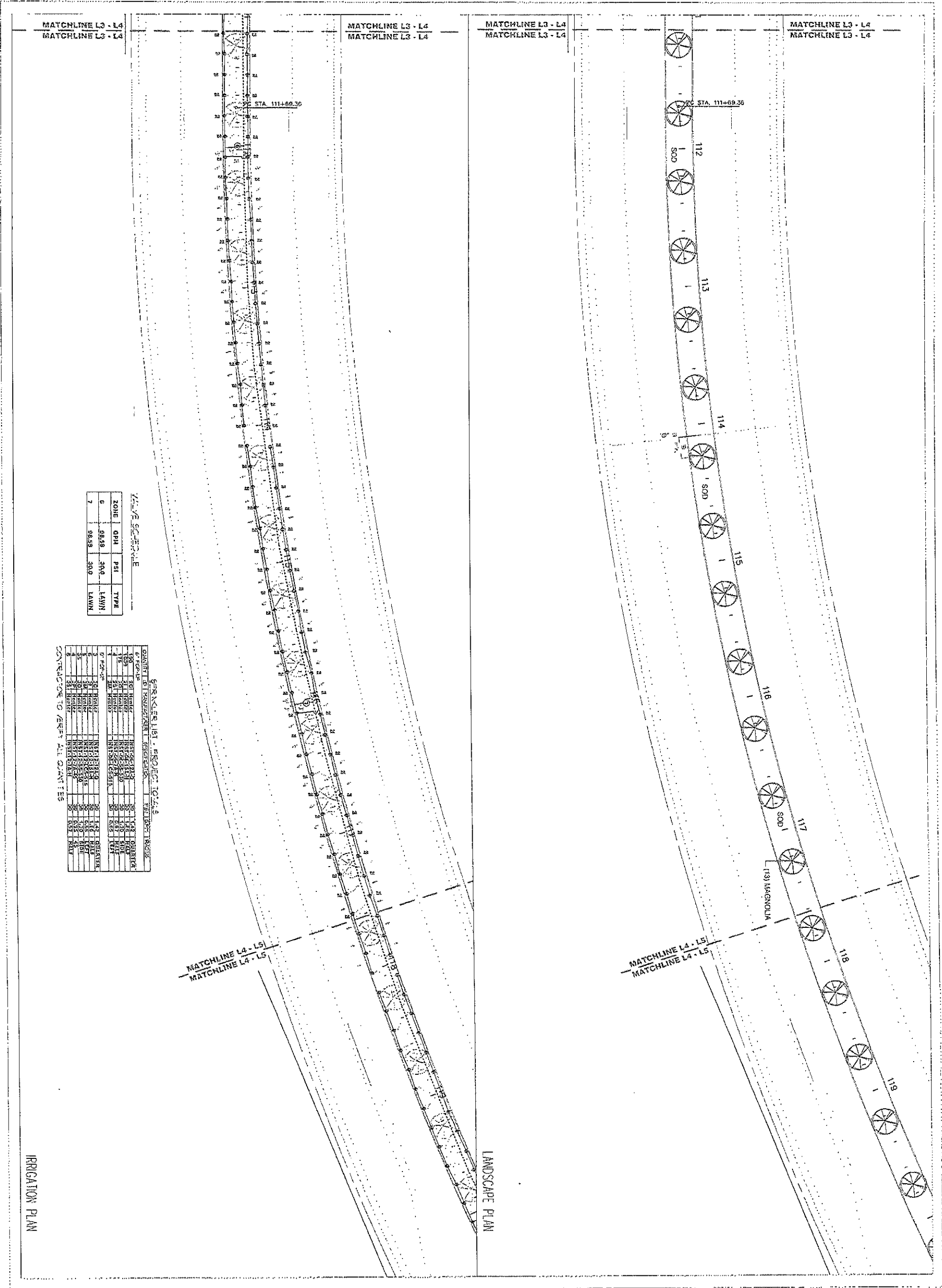
REVISIONS	
10/30/06	PER OWNER COMMENTS
2/4/08	PER COUNTY COMMENTS

DATE	MAY 9, 2006
PROJECT NO.	2006-11
DESIGNED BY	JAC
DRAWN BY	KGR
CHECKED BY	JAC
SCALE	-
SHEET TITLE	COVER SHEET

S H E E T







1-21-08. NEW INTERSECTION AS STATION 130

2-25-08. PER COUNTY COMMENTS

DATE: NOVEMBER 22, 2007

PROJECT NO: 2006-4

DESIGNED BY: JES

DRAWN BY: KAS

CHECKED BY: J.C.

SCALE: 1"=30'

30' 0' 30'

0' 15' 30'

AMELIA ISLAND CONCOURSE MEDIAN PLANTING PHASE 2

A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 287-4100

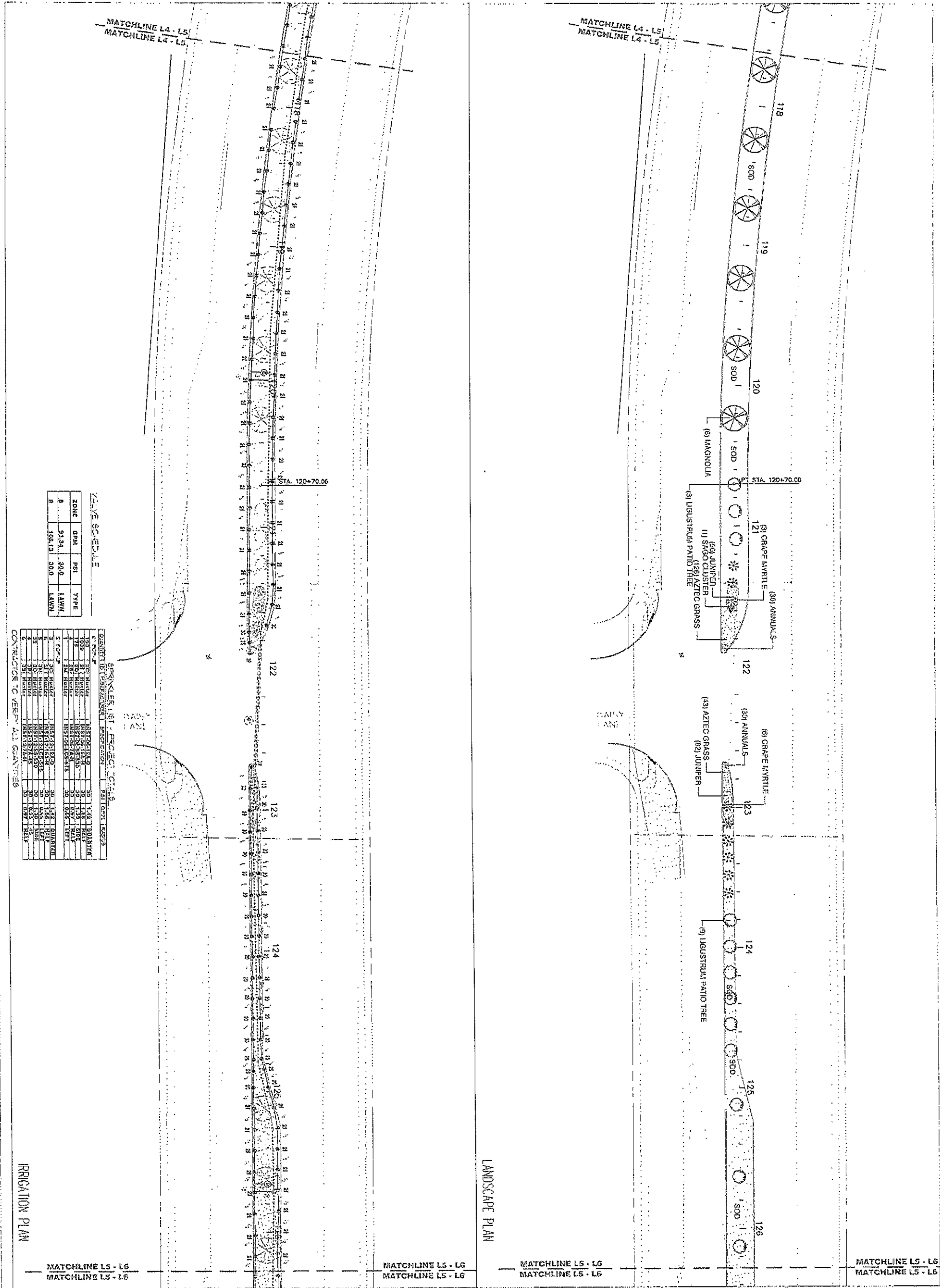
1009 BUTLER PARK DR. JACKSONVILLE, FLORIDA 32219

EMAIL: A&KLANDPLANNING@GMAIL.COM

L-4

SHEET

MEDIAN LANDSCAPE PLAN



DATE: NOVEMBER 21, 2007

PROJECT NO.: 2006-01

DESIGNED BY: JKS

DRAWN BY: KES

CHECKED BY: J.C.C.

SCALE: 1" = 30'

REVISIONS

1-21-07: NEW INTERSECTION AS STATION 120

2-26-08: PER COUNTY COMMENTS

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

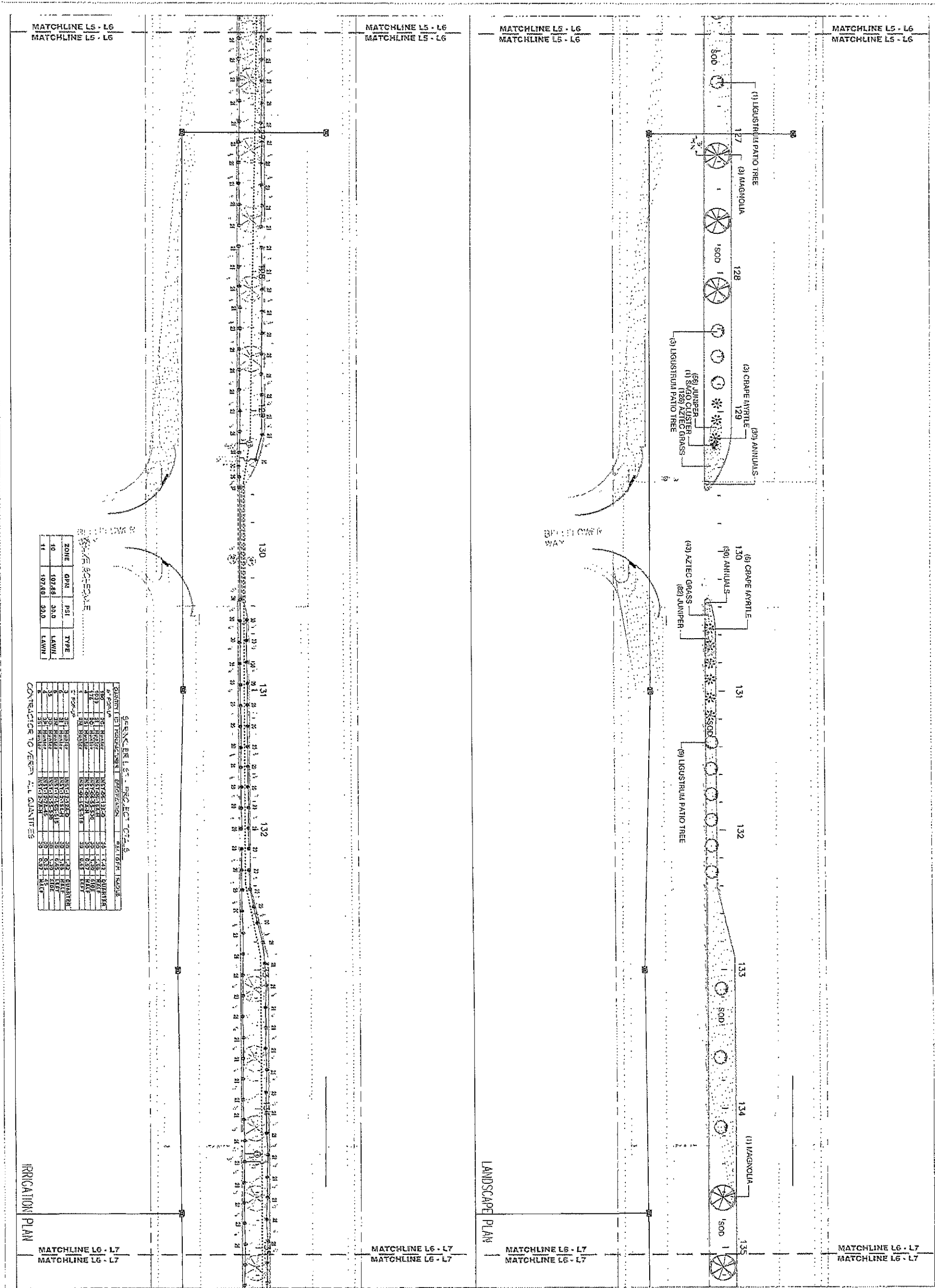
A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 207-4100  
1000 DUNN PARKWAY SW, JACKSONVILLE, FLORIDA 32209  
EMAIL: AKLANDPLANNING@GOLDFLIGHT.NET

L-5

SHEET

MEDIAN LANDSCAPE PLAN



AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO.: 2020-01  
DESIGNED BY: JSS  
DRAWN BY: KSR  
CHECKED BY: J.C.C.  
SCALE: 1" = 30'

REVISIONS

1-21-OR NEW INTERSECTION AS STATION 130  
2-20-OR PER COUNTY COMMENTS

30' 0' 30'

1" = 30'

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

1-6

LANDSCAPE PLAN

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

1-6

LANDSCAPE PLAN

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

1-6

LANDSCAPE PLAN

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

1-6

LANDSCAPE PLAN

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

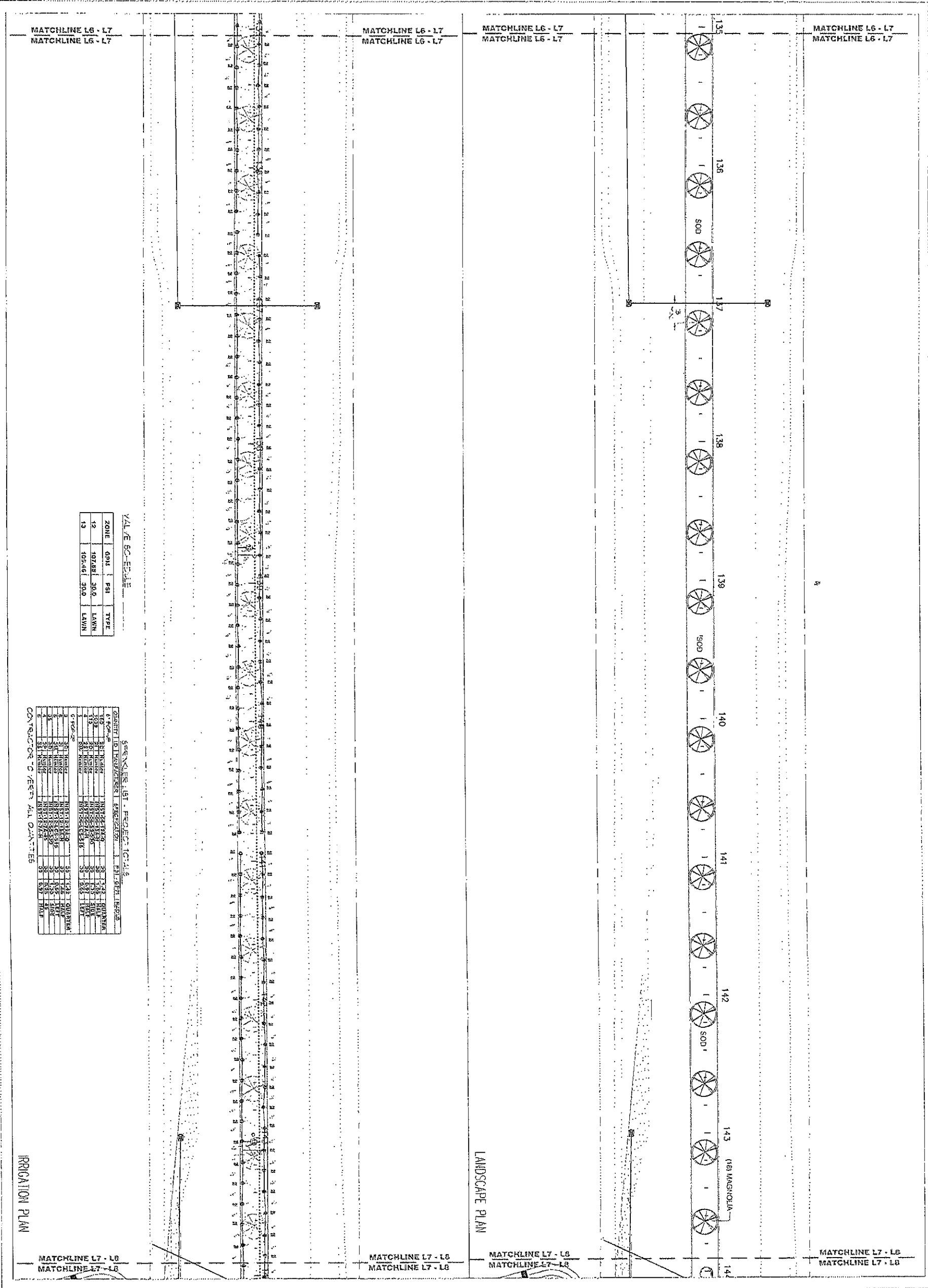
1-6

LANDSCAPE PLAN

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

1-6

LANDSCAPE PLAN



AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING  
PHASE 2

REVISIONS

1-21-08: NEW INTERSECTION AS STATION 130  
2-26-08: PER COUNTY COMMENTS

DATE: NOVEMBER 21, 2007  
PROJECT NO. 2008-11  
DESIGNED BY: KSR  
DRAWN BY: KSR  
CHECKED BY: CC  
SCALE: 1" = 30'

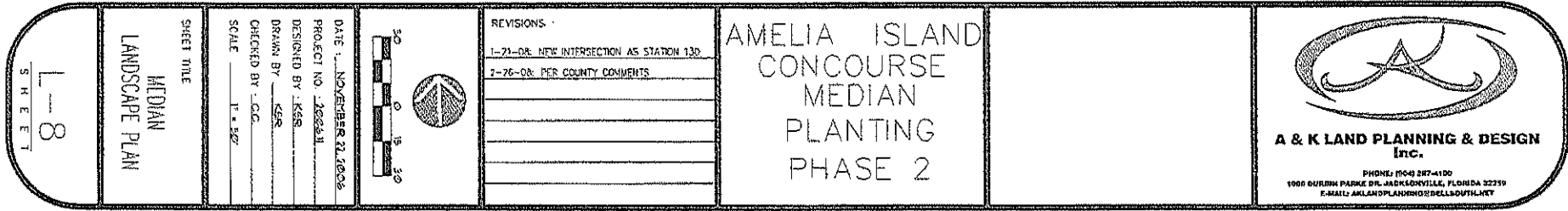
30'  
0'  
30'

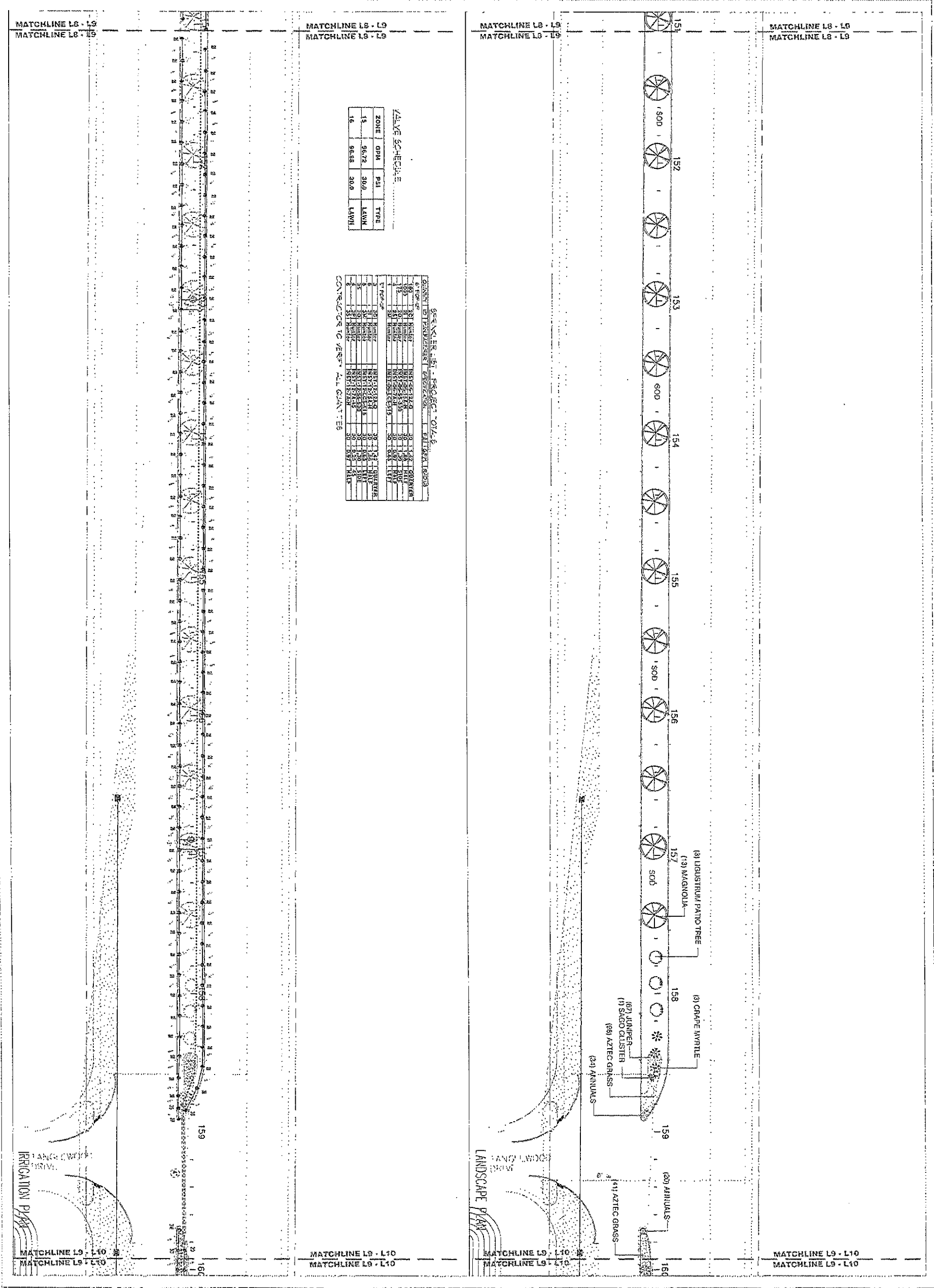
SHEET TITLE  
MEDIAN  
LANDSCAPE PLAN

L-7  
SHEET

A & K LAND PLANNING & DESIGN  
Inc.

PHONE: (904) 267-4100  
1608 DUNN PATRICK BL, JACKSONVILLE, FLORIDA 32259  
E-MAIL: AKLANDPLANNING@BELL-SOUTH.NET





30' 0' 30'

DATE: NOVEMBER 21, 2001  
PROJECT NO: 2000-01  
DESIGNED BY: KSR  
DRAWN BY: KSR  
CHECKED BY: J.C.C.  
SCALE: 1" = 30'

REVISIONS:

1-21-01: NEW INTERSECTION AS STATION 130  
2-21-01: PER COUNTY COMMENTS

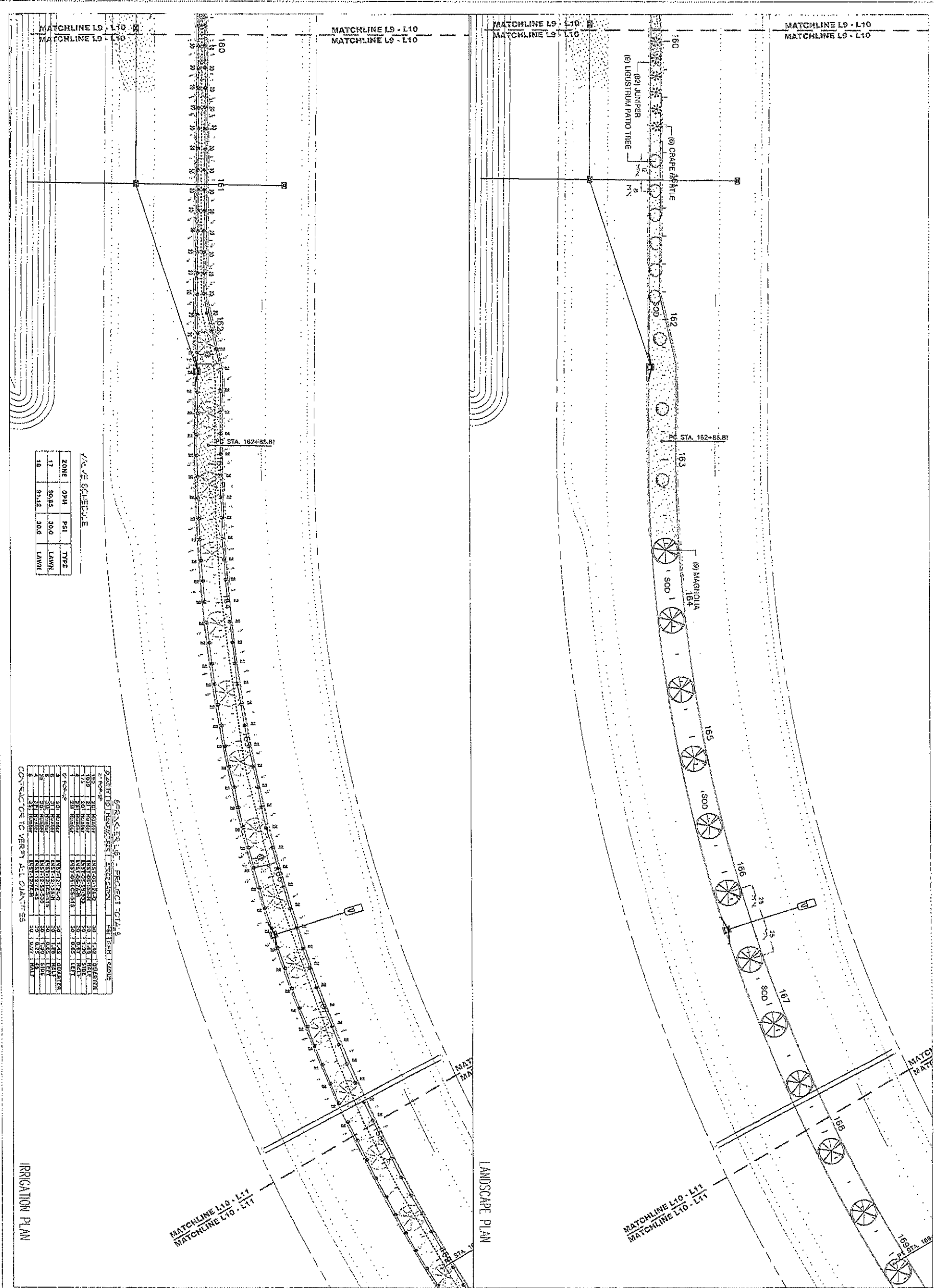
AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING  
PHASE 2

A & K LAND PLANNING & DESIGN  
INC.  
PHONE: (904) 267-4100  
1008 BUREN PARK DR JACKSONVILLE, FLORIDA 32206  
E-MAIL: AKLANDPLANNING@WELLSUP.NET

L-9

SHEET

MEDIAN  
LANDSCAPE PLAN



50  
0  
30

1-21-08 NEW INTERSECTION AS STATION 130

2-25-08 PER COUNTY COMMENTS

AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING  
PHASE 2

**A & K LAND PLANNING & DESIGN  
Inc.**  
PHONE: (904) 267-4100  
1800 PURDIE PARK DR., JACKSONVILLE, FL 32218  
FAX: (904) 267-4101

L-10  
SHEET

MEDIAN  
LANDSCAPE PLAN

SHEET TITLE

DATE: NOVEMBER 11, 2007

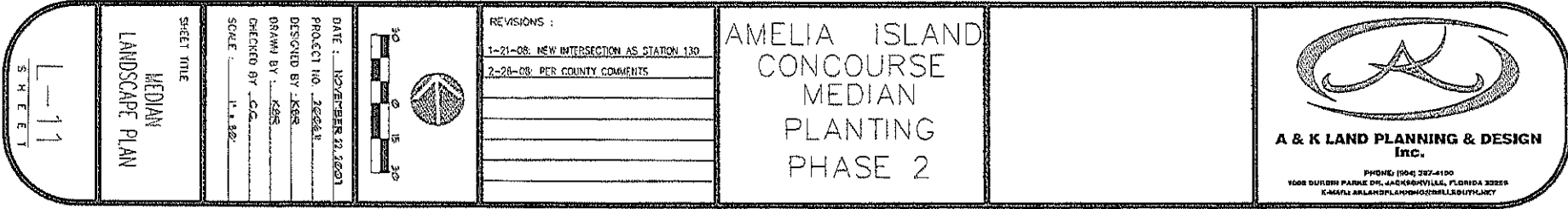
PROJECT NO. 2007-01

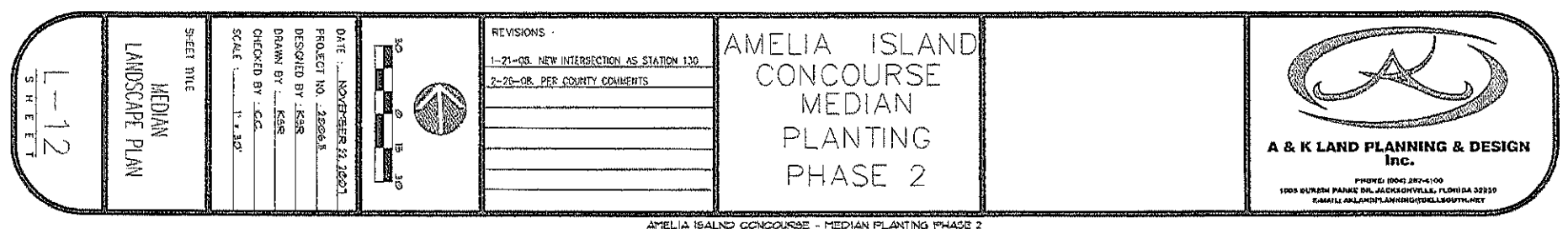
DESIGNED BY: JSSB

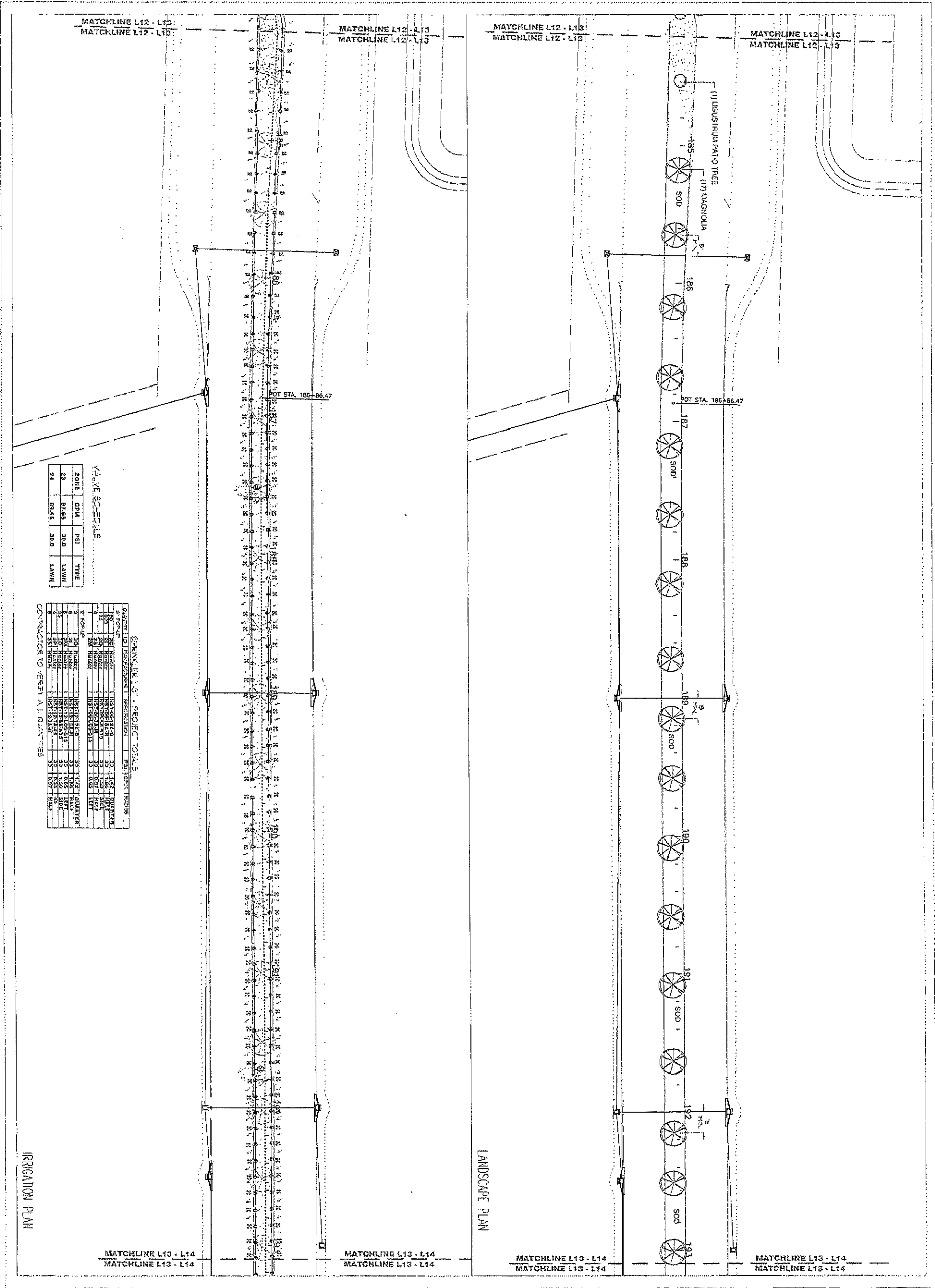
DRAWN BY: JSSB

CHECKED BY: JSSB

SCALE: 1" = 50'







30' 15' 0' 15' 30'

DATE: NOVEMBER 22, 2007

PROJECT NO.: 2007-01

DESIGNED BY: JKS

DRAWN BY: JKS

CHECKED BY: JKS

SCALE: 1" = 30'

REVISIONS:

1-21-08	NEW INTERSECTION AS STATION 130
2-26-08	PER COUNTY COMMENTS

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

A & K LAND PLANNING & DESIGN Inc.

PHOTO (04) 287-1100

1000 BOWEN PARKWAY DR. JACKSONVILLE, FLORIDA 32218

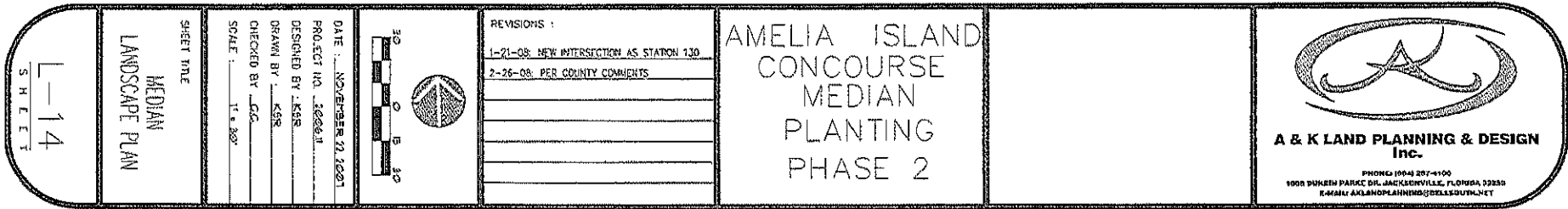
EMAIL: AKLANDPLANNING@GMAIL.COM

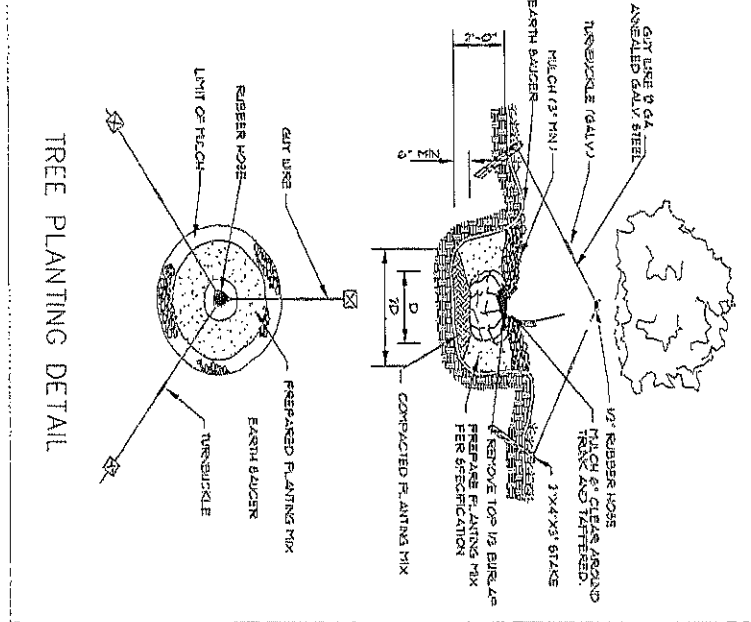
LANDSCAPE PLAN

IRRIGATION PLAN

L-13

SHEET





1. Prior to construction the landscape contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The landscape contractor is responsible for reporting any utility damage to the appropriate authority and shall be responsible for any costs as a result of the landscape construction.
2. When conditions determined to limit plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify owner's representative before planting.
3. All plants must be healthy, vigorous material, free of pests and diseases.
4. All trees, palms, and shrubs shall be grade "Florida Forey" Pine Groves and Standards for Nursery Plants (Specs one and two), available through Florida Dept. of Agriculture and Consumer Services.
5. All plant material must be approved by this Landscape Architect before any changes to the plant material (size, type, etc.), irrigation or any other elements from the plans must be approved by the Landscape Architect.
6. The contractor shall be responsible for providing the contractor with the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
7. All plants to be field grown or container grown as indicated on plant list. Shrub plants in shade and protect from weather. All plants must be planted with a mulch acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Prune roots of plant from drying or other possible injury. Keep plant ball moist at all times.
8. All plants shall be irrigated special.
9. Obtain ergonomic steel tie for tie off of planting areas and knee pads prior to excavation of tree pits. Tree shall be protected with an appropriate tie bearing to the trunk. The contractor shall be responsible for providing the contractor with the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
10. All plants to be field grown or container grown as indicated on plant list. Shrub plants in shade and protect from weather. All plants must be planted with a mulch acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Prune roots of plant from drying or other possible injury. Keep plant ball moist at all times.
11. All plants and planting areas must be completely mulched as specified with three (3) inches of Cypress mulch. Provide 4" minimum clearance of mulch from all shrub trunks and 6" minimum clearance from all tree trunks.
12. The landscape contractor is responsible for verifying all quantities shown on plans.
13. These plants include planting the work.
14. The contractor shall be responsible for providing the contractor with the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
15. This is to include proper planting mix, plant and tree pit preparation, pruning, staking or staking, wrapping, spraying, fertilization, pinning, and adequate maintenance throughout the required maintenance period.
16. The landscape contractor is responsible for doing maintenance on all planting areas. The contractor shall be responsible for providing the contractor with the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
17. Standards set forth in "American Standard for Nursery Stock" represent guidelines specifications only and shall constitute minimum quality requirements for plant material.
18. At the conclusion of this planting, if the owner's rep. or owner has reason to believe that the contractor has not completed the work, the contractor shall be responsible for providing the contractor with the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
19. All planting beds to be irrigated with pre-irrigated weed control prior to planting.
20. Contradictory is to elect the site weekly to insure.
21. All plant material is healthy and well watered.
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100. All plant material is healthy and well watered.

[illegible]

- \* 1. CHAPE ARMYLITE TO BE USED FOR PHASE 1 REPLACEMENT
- \*\* 21 LIGUSTRUM PATIO TREES TO BE USED FOR PHASE 1 REPLACEMENT
- \*\*\* 22 MAGNOLIA FROM PHASE 1 TO BE USED IN PHASE 2
1. CONTRACTOR TO VERIFY ALL QUANTITIES
2. ALL PLANT MATERIAL TO BE GUARANTEED FOR AT LEAST 1 YEAR.
3. ABBREVIATION C.T. MEANS CLEAR TRUNK
4. ALL PLANT MATERIAL TO BE INSPECTED PRIOR TO INSTALLATION
5. ONLY THOSE CRAPPE WRIGHTS THAT ARE WITHIN THE SIGHT DISTANCE TRIANGLES AS NOTED ON THE PLANS MUST HAVE A 5' CLEAR TRUNK. ALL LIGUSTRUM PATIO TREES ARE TO HAVE A 5' CLEAR TRUNK AS NOTED ON THE PLANS.
6. CONTRACTOR TO CONFIRM NO TREES ARE PLANTED OVER STORM PIPING.
7. CONTRACTOR MUST ATTEND MANDATORY COUNTY HELD PRE CONSTRUCTION MEETING.
8. CONTRACTOR MUST ATTEND MANDATORY POST CONSTRUCTION MEETING TO TURN OVER AND FAMILIARIZE IRRIGATION SYSTEM
9. The contractor shall utilize FDOT Standard Index 612 and 613 as necessary to safely maintain traffic and work zone areas while installing irrigation, delivering plant material and installing plant material.

NOTE

- [illegible]

[illegible]

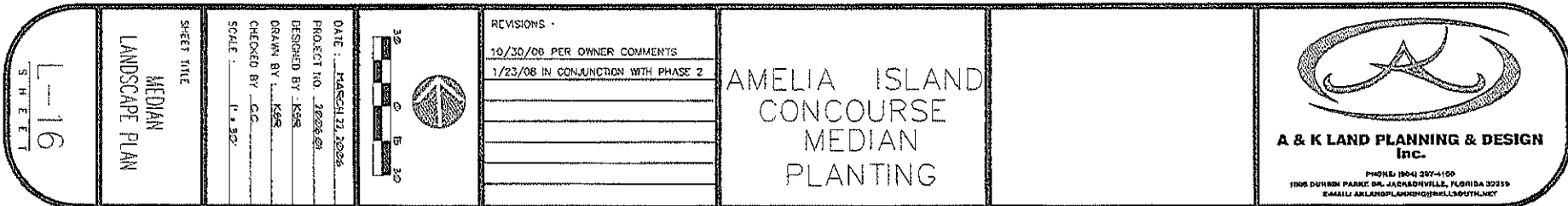
CONTRACTOR TO VERIFY ALL QUANTITIES  
25 ZONES TOTAL. RUN 12-13 ZONES EVERY DAY  
MINIMUM RUN TIME 30 MINUTES EACH ZONE.

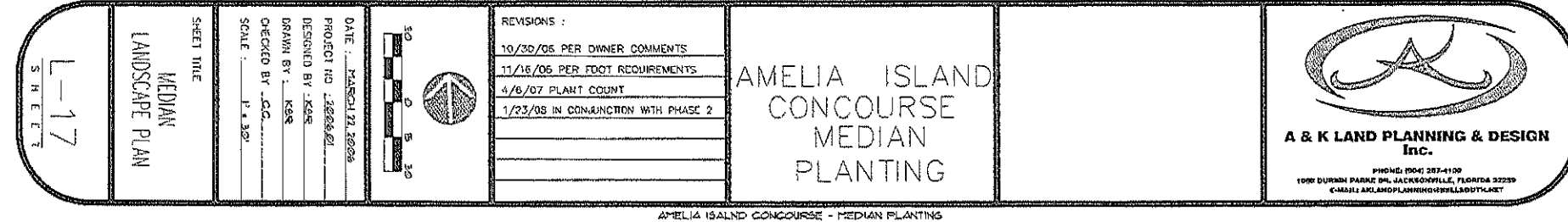
AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING  
PHASE 2

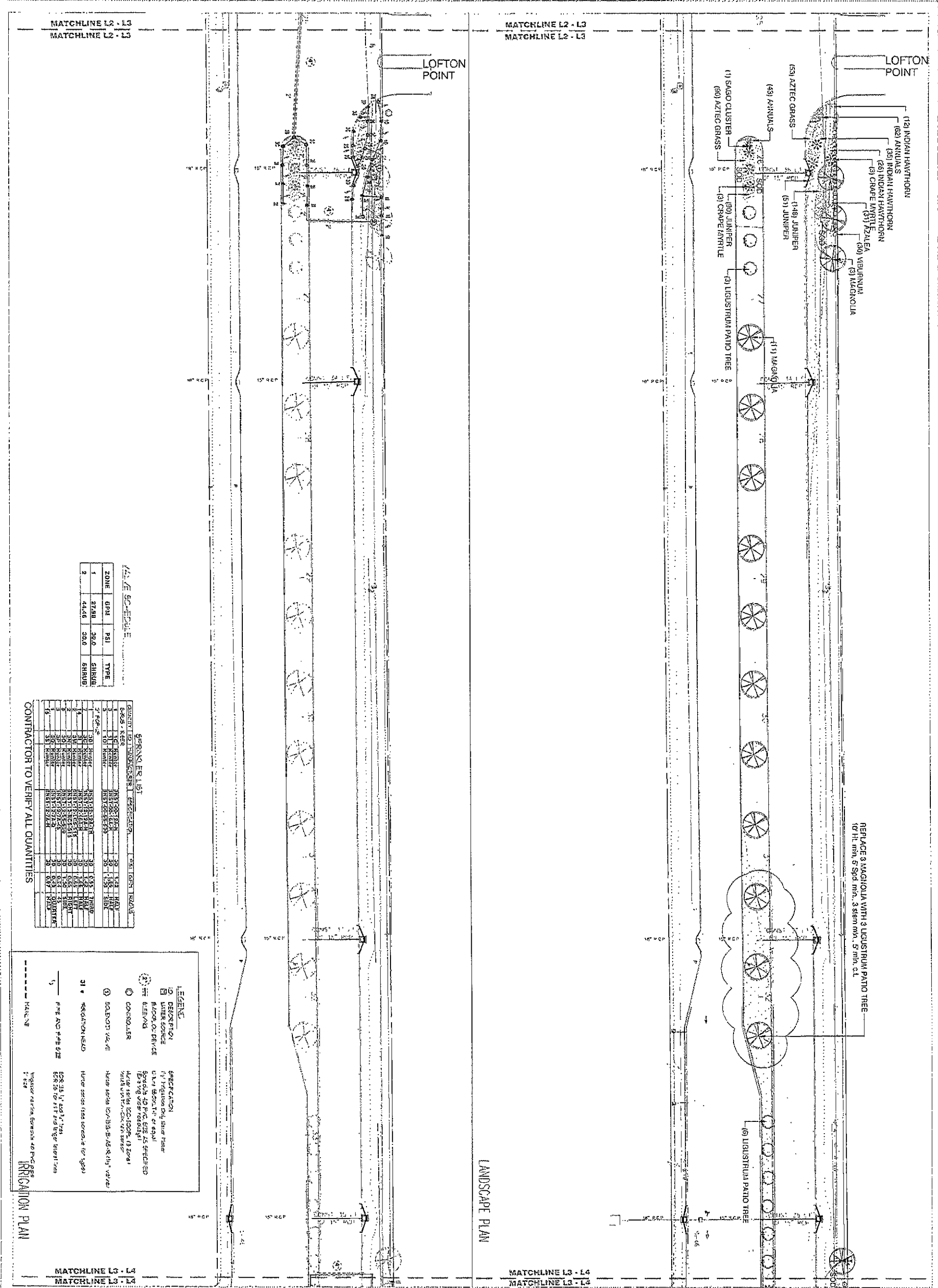


**A & K LAND PLANNING & DESIGN  
Inc.**

PHONED 1994 281-4190  
1000 DUNE IN PARK DR. JACKSONVILLE, FLORIDA 32250  
E-MAIL: AKLANDPLANNING@CFLA.EDU UPN.NET







18

LANDSCAPE PLAN

DATE: MARCH 22, 2006

PROJECT NO. 2006-01

DESIGNED BY: KRS

DRAWN BY: KRS

CHECKED BY: J.C.

SCALE: 1" = 30'

REVISIONS:

10/30/06 PER OWNER COMMENTS

11/16/06 PER FOOT REQUIREMENTS

1/23/08 IN CONJUNCTION WITH PHASE 2

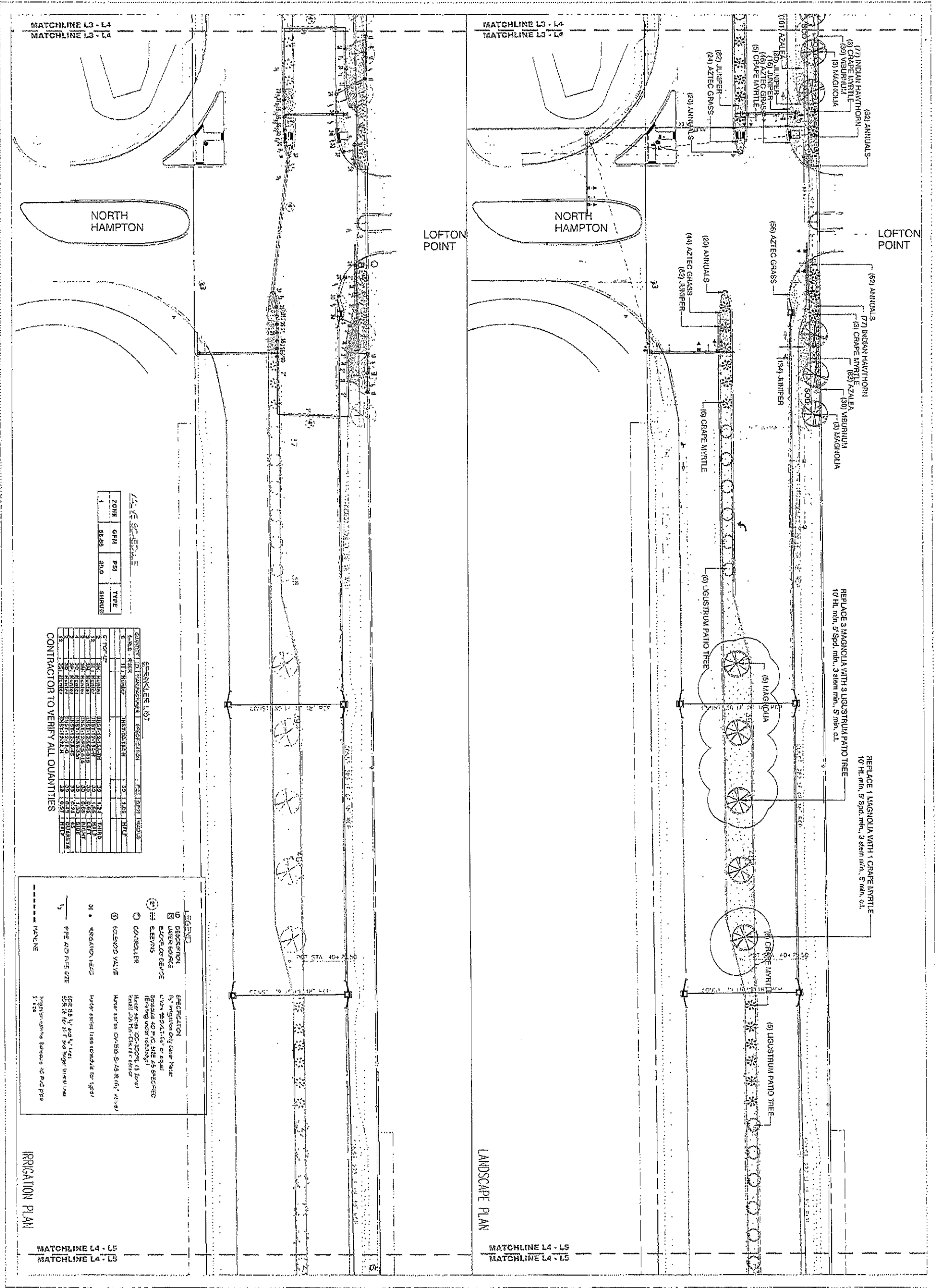
AMELIA ISLAND CONOURSE MEDIAN PLANTING

A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 297-1100

1000 DUPRE PARK DR. JACKSONVILLE, FL 32211

EMAIL: A&K.LANDPLANNING@GMAIL.COM



1-19

SHEET

AMELIA ISLAND CONCOURSE MEDIAN PLANTING

LANDSCAPE PLAN

DATE: JANUARY 22, 2006

PROJECT NO: 2006-01

DESIGNED BY: KRS

DRAWN BY: KRS

CHECKED BY: J.C.

SCALE: 1" = 30'

REVISED:

10/30/06 PER OWNER COMMENTS

11/16/06 PER FDOT REQUIREMENTS

4/6/07 PLANT COUNT

1/23/08 IN CONJUNCTION WITH PHASE 2

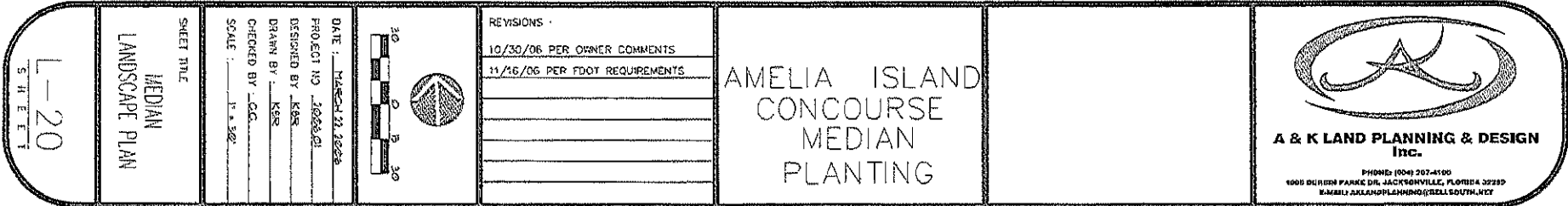
AMELIA ISLAND CONCOURSE MEDIAN PLANTING

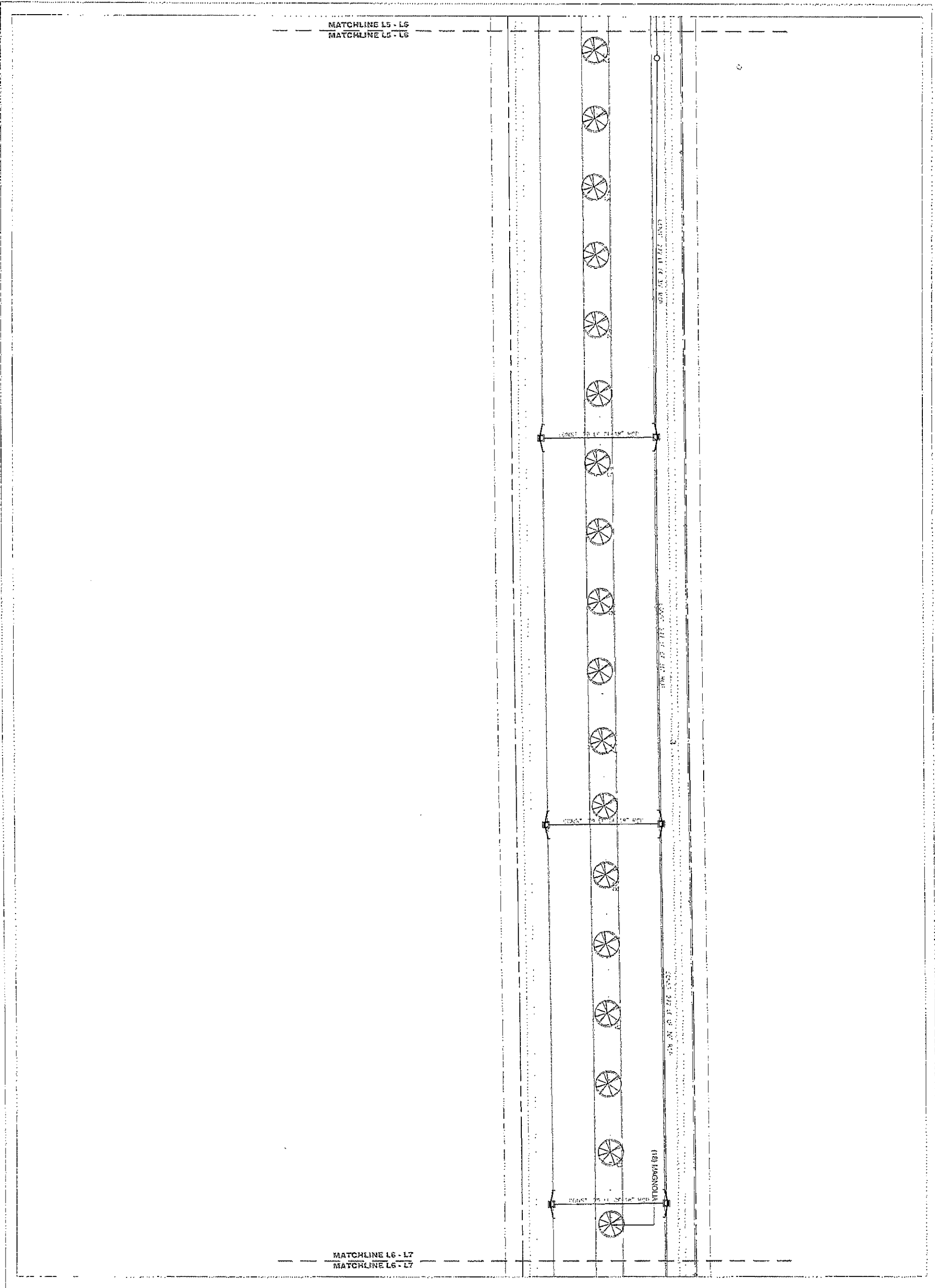
A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 281-4100

1000 BURNING PINE DR. JACKSONVILLE, FLORIDA 32216

EMAIL: AKLANDPLANNING@GMAIL.COM





1-21

SHEET

MEDIAN

LANDSCAPE PLAN

SHEET TITLE

DATE: MARCH 22, 2006

PROJECT NO: 2006-01

DESIGNED BY: KAS

DRAWN BY: KES

CHECKED BY: L.C.C.

SCALE: 1" = 30'

REVISIONS

AMELIA ISLAND

CONCOURSE

MEDIAN

PLANTING

A & K LAND PLANNING & DESIGN

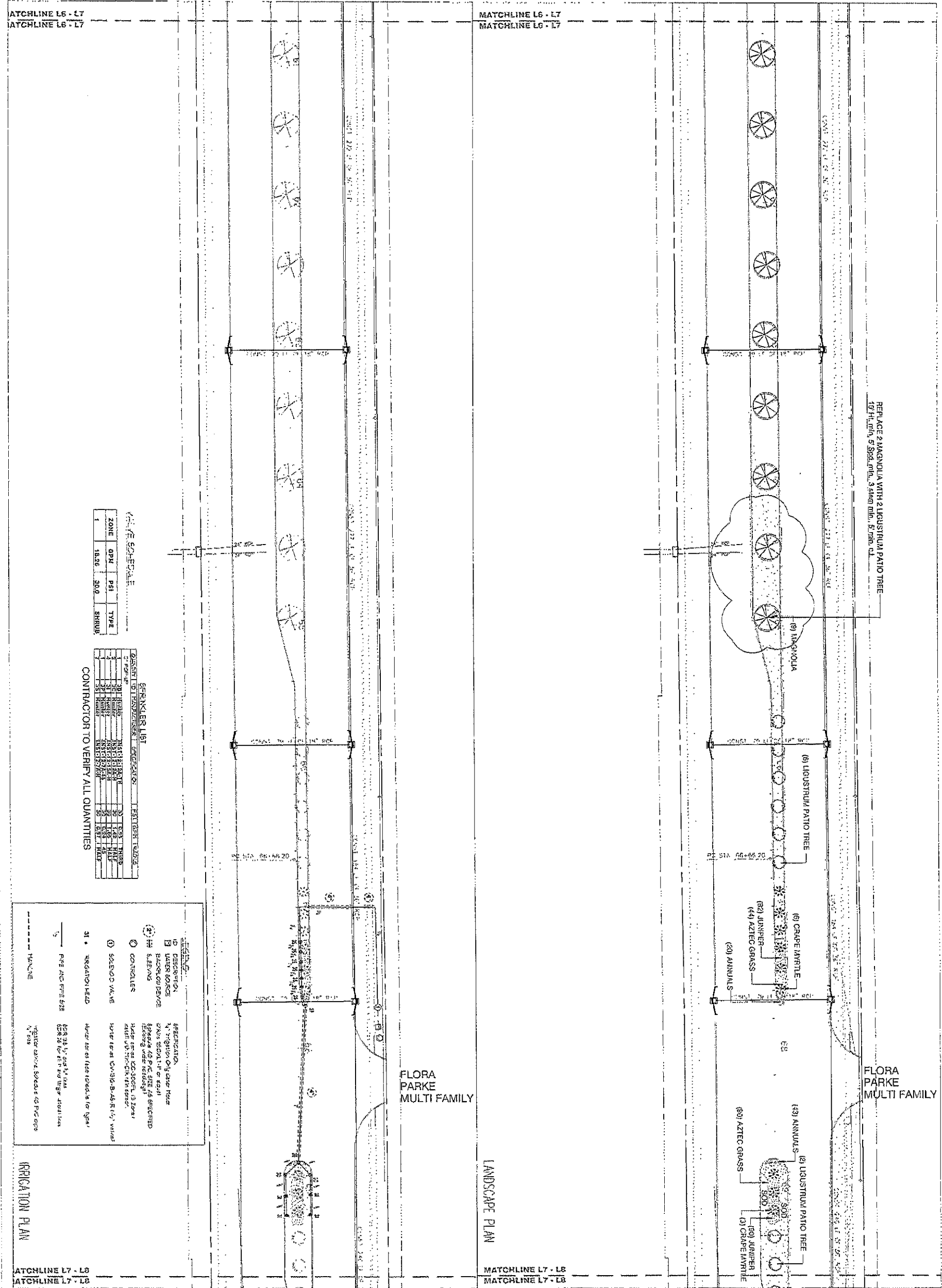
Inc.

PHONE: (904) 207-4100

1000 BURNING PARK DR., JACKSONVILLE, FLORIDA 32210

EMAIL: AKLANDPLANNING@GMAIL.COM

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



DATE: MARCH 22, 2025

PROJECT NO.: 2025-01

DESIGNED BY: JES

DRAWN BY: KAR

CHECKED BY: C.C.

SCALE: 1" = 30'

REVISIONS

10/30/06 PER OWNER COMMENTS

11/16/06 PER FDOT REQUIREMENTS

1/23/08 IN CONJUNCTION WITH PHASE 2

AMELIA ISLAND CONOURSE MEDIAN PLANTING

PHONO (904) 257-4100

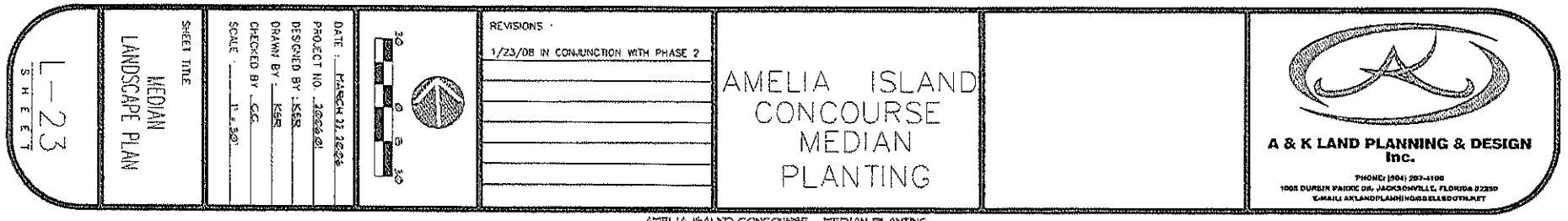
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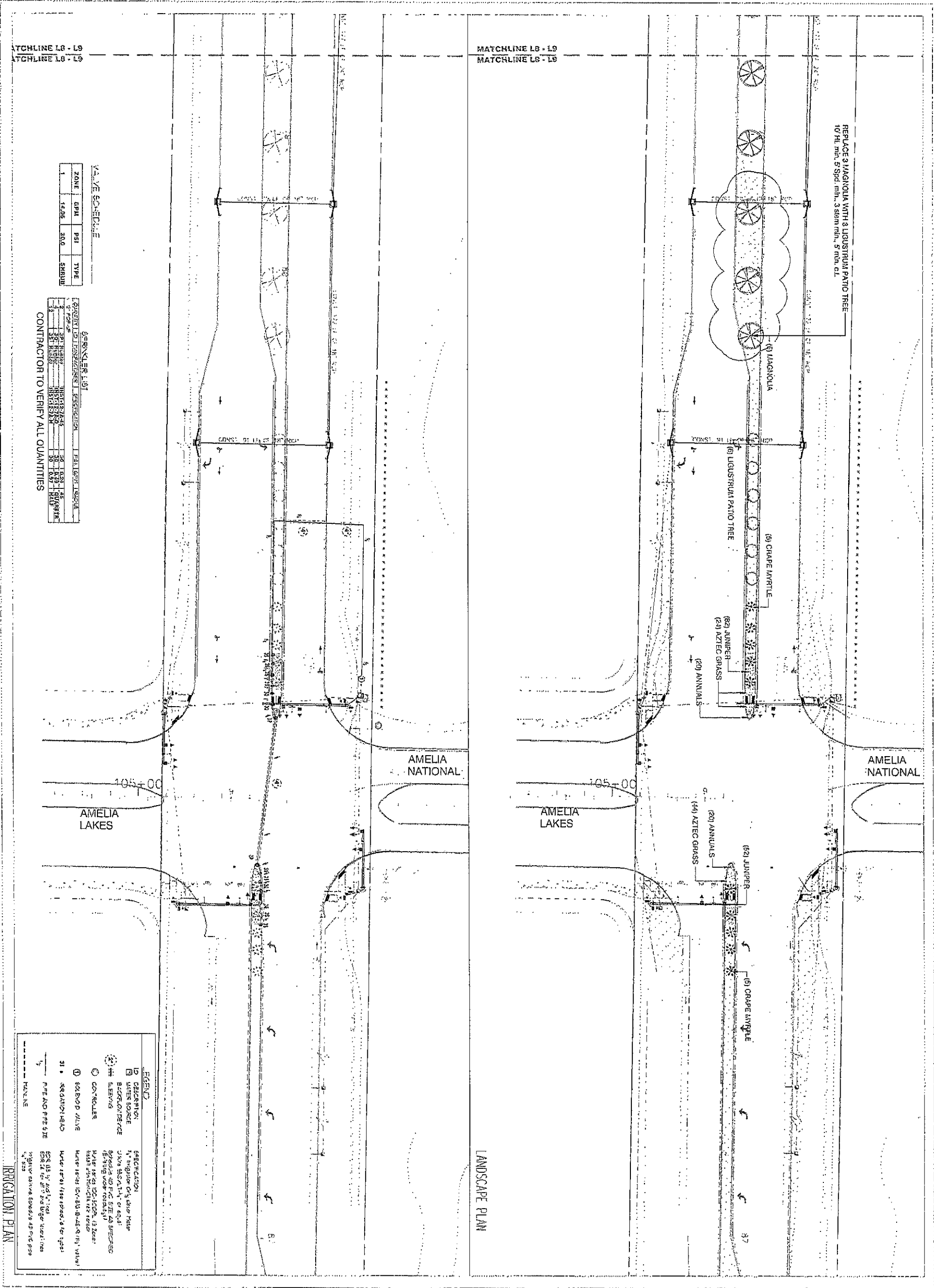
EMAIL: A&KLANDPLANNING@GMAIL.COM

A & K LAND PLANNING & DESIGN Inc.

L-22

SHEET





DATE: MARCH 22, 2006

PROJECT NO.: 2006-01

DESIGNED BY: JKS

DRAWN BY: JKS

CHECKED BY: J.C.

SCALE: 1" = 30'

REVISIONS

10/30/06	PER OWNER COMMENTS
11/16/06	PER FDOT REQUIREMENTS
4/8/07	PLANT COUNT
1/23/08	IN CONJUNCTION WITH PHASE 2

AMELIA ISLAND CONOURSE MEDIAN PLANTING

A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 237-4100

1000 BURBANK PARK DR., JACKSONVILLE, FLORIDA 32234

EMAIL: JALANDPLANNING@BELL-SOUTH.NET

LANDSCAPE PLAN

IRIGATION PLAN

24

# ATTACHMENT 2 Amelia Concourse Drainage Map Meter Locations

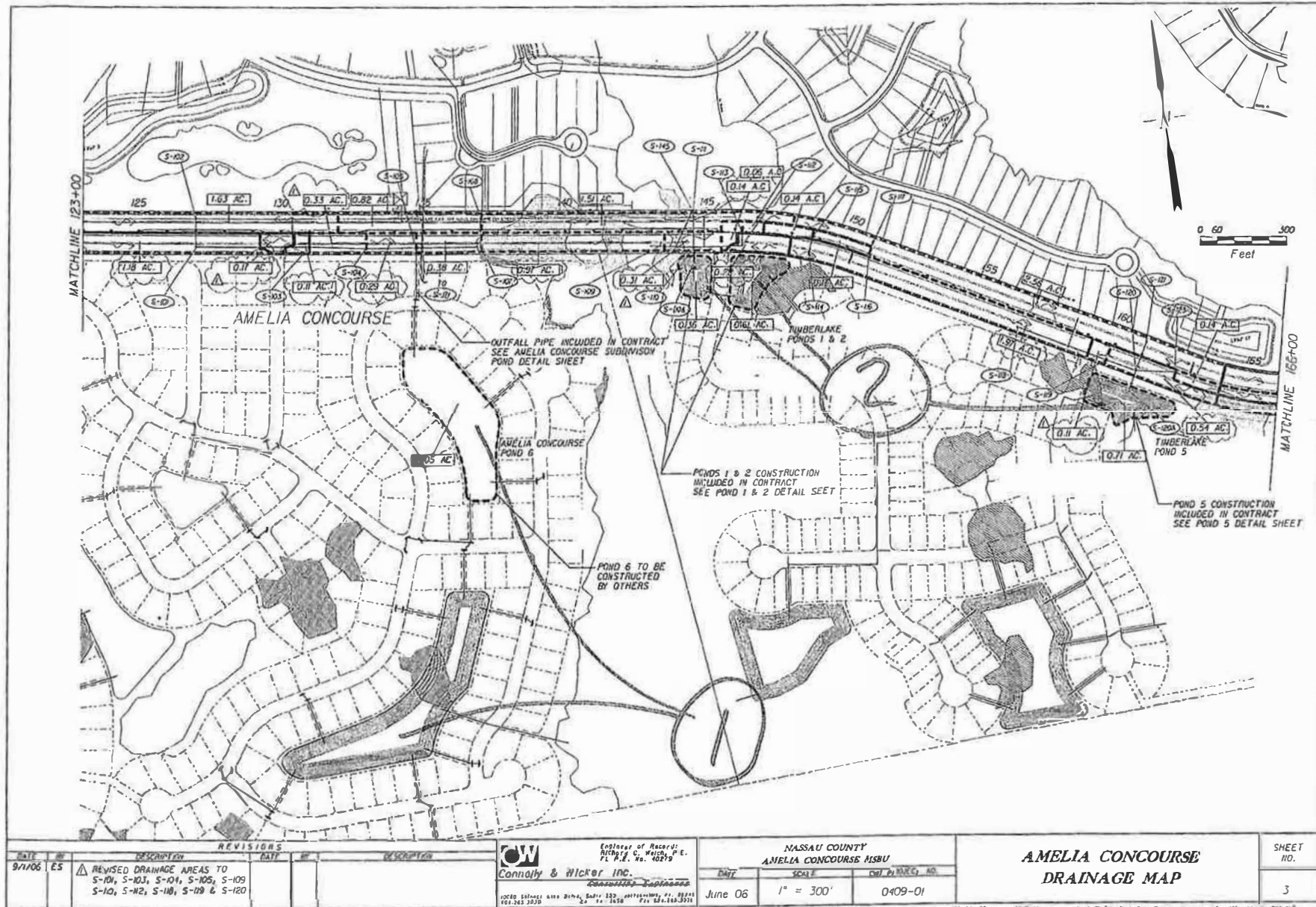
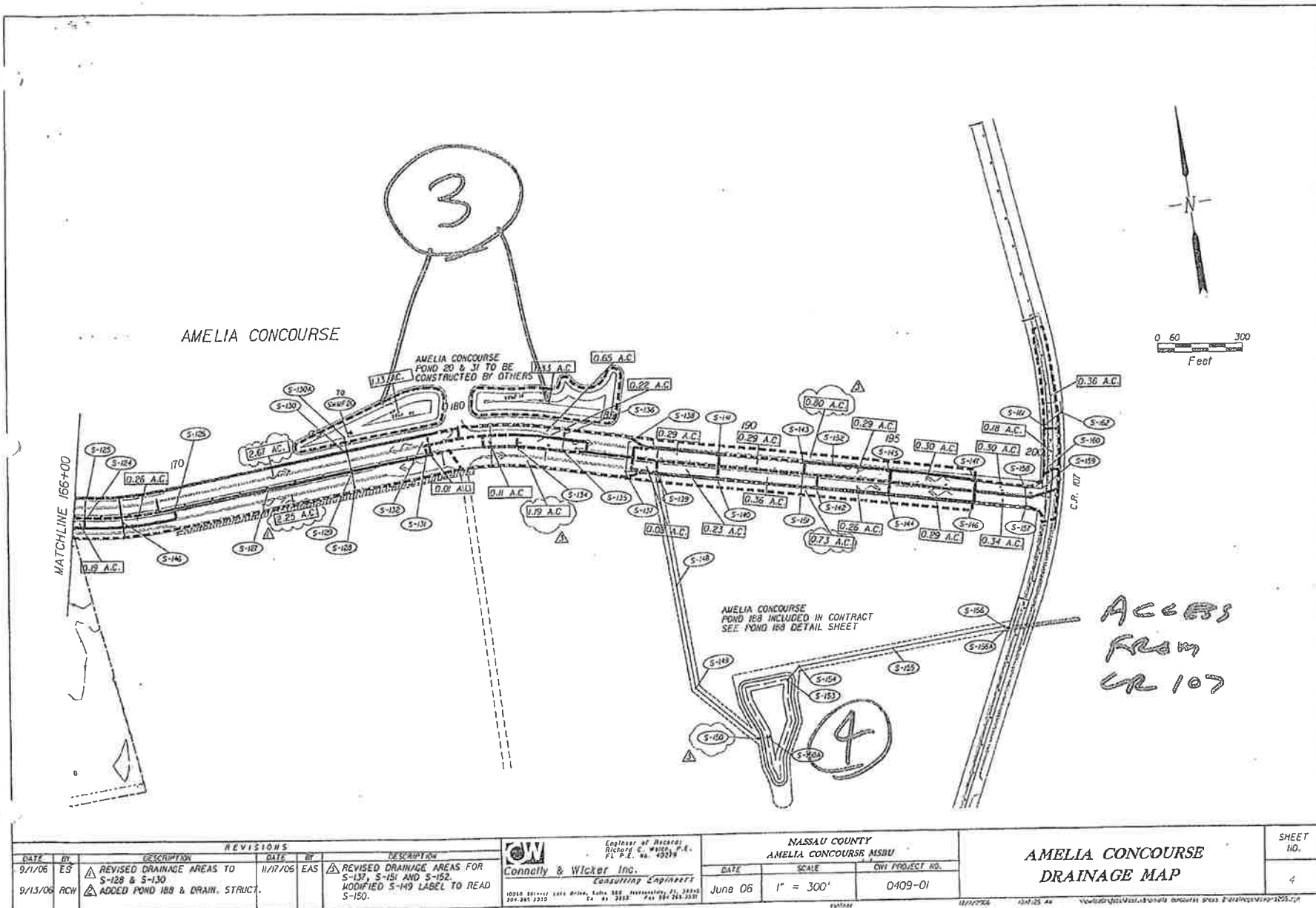


EXHIBIT "S"





**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  
Request for Proposals Number NC25-002  
Amelia Concourse Mowing Services

DATE: January 29, 2025

---

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. 2023 Bid Results.

*Answer: See Attached.*

2. To confirm on pond maps-5 total ponds for attachment with 1 & 2 pointing at ponds. 3 total ponds for attachment with 3 & 4 pointing at ponds, totaling 8 ponds for this scope of work?

*Answer: The original scope included ponds, as the subdivisions were still under construction and not maintaining the Stormwater ponds. The subdivisions are now maintaining them so please disregard any of the Pond Area Mowing in Section 1.2.*

3. Page 13 section 2.2- Is there a map available of where annual beds are located?

*Answer: The County does not have any maps for the locations of the annual beds.*

4. Are there any maps available for turf/plant beds receiving pest control and fertilizers?

*Answer: The County does not have any maps for the locations of the pest control and fertilizer locations.*

5. Are we to use pest control in non-irrigated areas for this bid?

*Answer: No, pest control is not needed in the non-irrigated areas.*

Addendum No. 1  
NC25-002-RFP  
Amelia Concourse Mowing Services

The solicitation due date and opening has been changed to: **February 13, 2025 at 10:00 AM EST**

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**Attachment: Bid Tabulation for NC23-055-ITB**

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

Bid Tabulation

Bid/RFP #:		NC23-055-ITB			Bid/RFP Title:		Mowing, Landscape Maintenance, and Other Related Services	
BIDDERS/RESPONDENTS		Price Sheet - Cost Per Mow Cycle	Price Sheet - Total Cost	Price Sheet - Mulching Costs	Notes			
Dixon Tree & Lawn Service, Inc.		\$ 2,075.00	\$ 41,500.00	\$ -				
Kelly Klean LLC		\$ 7,720.00	\$ 154,400.00	\$ 12,125.00				

Notes:  
x = included in submittal



**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 Proposals Number NC25-002  
 Amelia Concourse Mowing Services

DATE: February 3, 2025

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.

The event dates for this solicitation have been updated as follows:

Event	Date	Time
<b>RFP Available on PlanetBids</b>	<b>January 24, 2025</b>	
<b>Pre-Proposal Meeting</b>	<b>N/A</b>	<b>N/A</b>
<b>Deadline for Questions</b>	<b>February 7, 2025</b>	<b>by 4:00 p.m.</b>
<b>County's Responses to Questions Posted to PlanetBids</b>	<b>February 12, 2025</b>	
<b>RFP Responses Due Date/Time and RFP Opening Date/Time</b>	<b>February 27, 2025</b>	<b>by 10:00 a.m.</b>
<b>Evaluation Committee (Evaluate/Rank Firms)</b>	<b>Week of March 10, 2025</b>	<b>TBD</b>
<b>BOCC Award/Approval</b>	<b>TBD</b>	<b>TBD</b>

The solicitation due date and opening has been changed to: **February 27, 2025 at 10:00 AM EST**

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



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

TO: All Prospective Proposers

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 3  
Request for Proposals Number NC25-002  
Amelia Concourse Mowing Services

DATE: February 26, 2025

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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. Can the county provide an annual flower count or square footage of all beds containing annuals?

*Answer: There are 475 annual flower counts per the plans.*

2. Should mulch be provided in the median only?

*Answer: Yes.*

3. Where are the select areas at subdivision entrances that vendor will be responsible for Stated in part 1?

*Answer: This section of scope can be ignored.*

4. Regarding erosion control, if necessary, can this be an extra billable item?

*Answer: Refer to section 2.8 of the scope on page 14 of the RFP, all pricing for erosion control should be included in the annual lump sum.*

5. How many acres of total mowing on this roadway?

*Answer: Vendor must field verify.*

6. Does all 3.8 miles on both sides and center islands receive fertilization and pest control?

*Answer: Yes.*

7. What is the mowing width in the median?

*Answer: Average of 23 feet.*

8. What are the mowing widths on each side of the roadway?

*Answer: The width is variable, and the vendor must verify. The average Right of Way is 165 feet.*

9. How many 4" annual planting flowers are being installed per rotation?

*Answer: There are 475 per rotation.*

10. How many annual planting beds are there?

*Answer: There are 25 to 30 annual beds.*

11. How many irrigation timers are battery operated?

*Answer: All timers have permanent power supplies.*

12. How many irrigation timers are there?

*Answer: There are 10 timers, pictures are provided with addresses for each.*

13. How many irrigation zones are there?

*Answer: There are 2 to 3 zones per timer.*

14. Does the County know how many square feet or square yards of bedding areas will receive mulch?

*Answer: Refer to the provided landscape design.*

**The solicitation due date and opening has been changed to: March 13, 2025 at 10:00 AM EST.**

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**Attachments: Timer Photos and Irrigation Plans.**

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

Feb 13, 2023 at 2:10:17 PM  
96017 Piedmont Dr  
Fernandina Beach FL 32034  
United States

**RAIN  BIRD®**

NO23-002-111  
Addendum No. 3  
Amelia Concourse Mowing Services

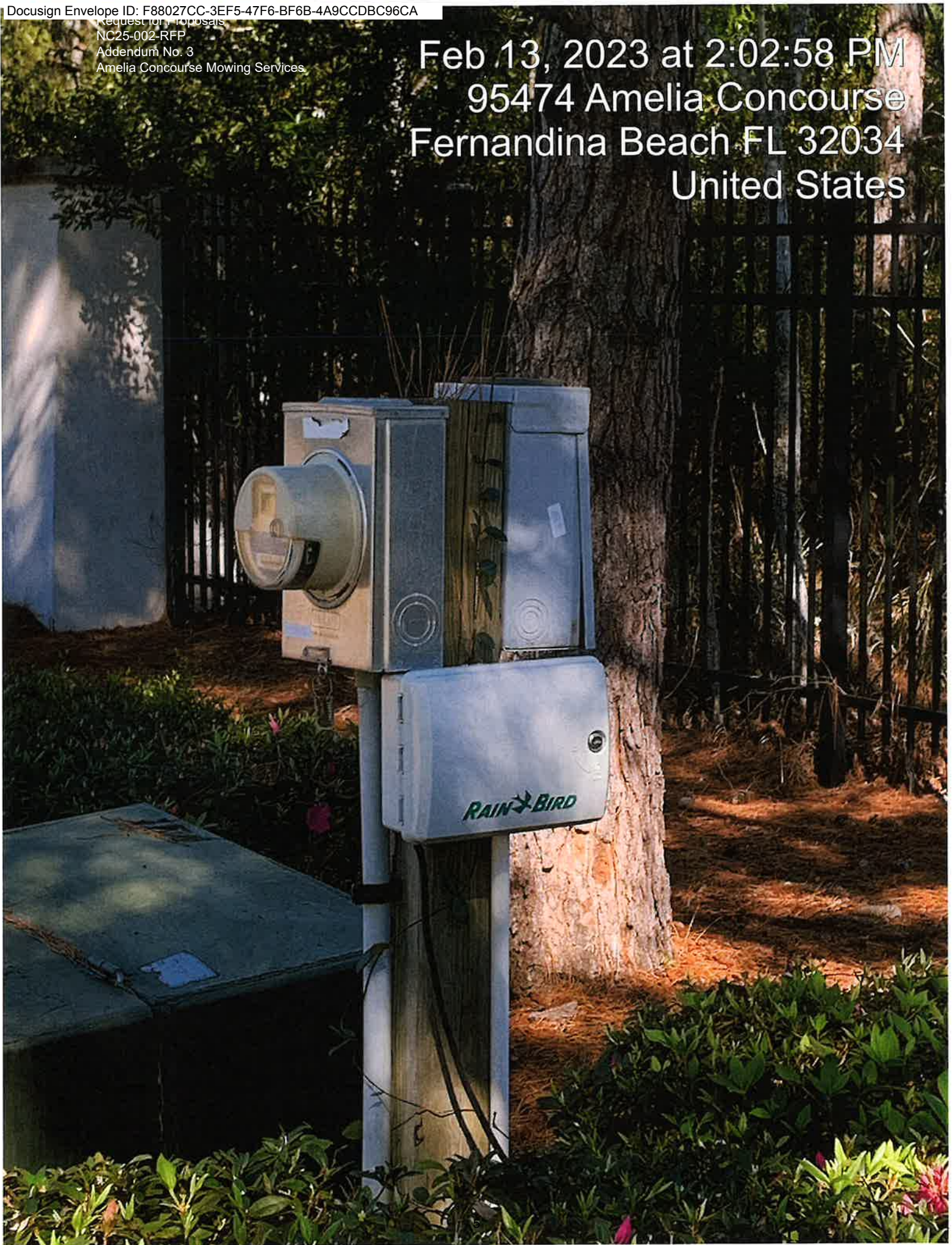
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95702 Amelia Concourse  
Fernandina Beach FL 32034  
United States

**RAIN  BIRD**

RO23-002-RFP  
Addendum No. 3  
Amelia Concourse Mowing Services

Feb 13, 2023 at 2:13:49 PM  
95730 Amelia Concourse  
Fernandina Beach FL 32034  
United States

Feb 13, 2023 at 2:02:58 PM  
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Fernandina Beach FL 32034  
United States



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



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



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

RAIN  BIRD



Request for Proposals  
NC25-002-RFP  
Addendum No. 3  
Amelia Concourse Mowing Services

Feb 13, 2023 at 2:07:52 PM  
96269 Ridgewood Cir  
Fernandina Beach FL 32034  
United States



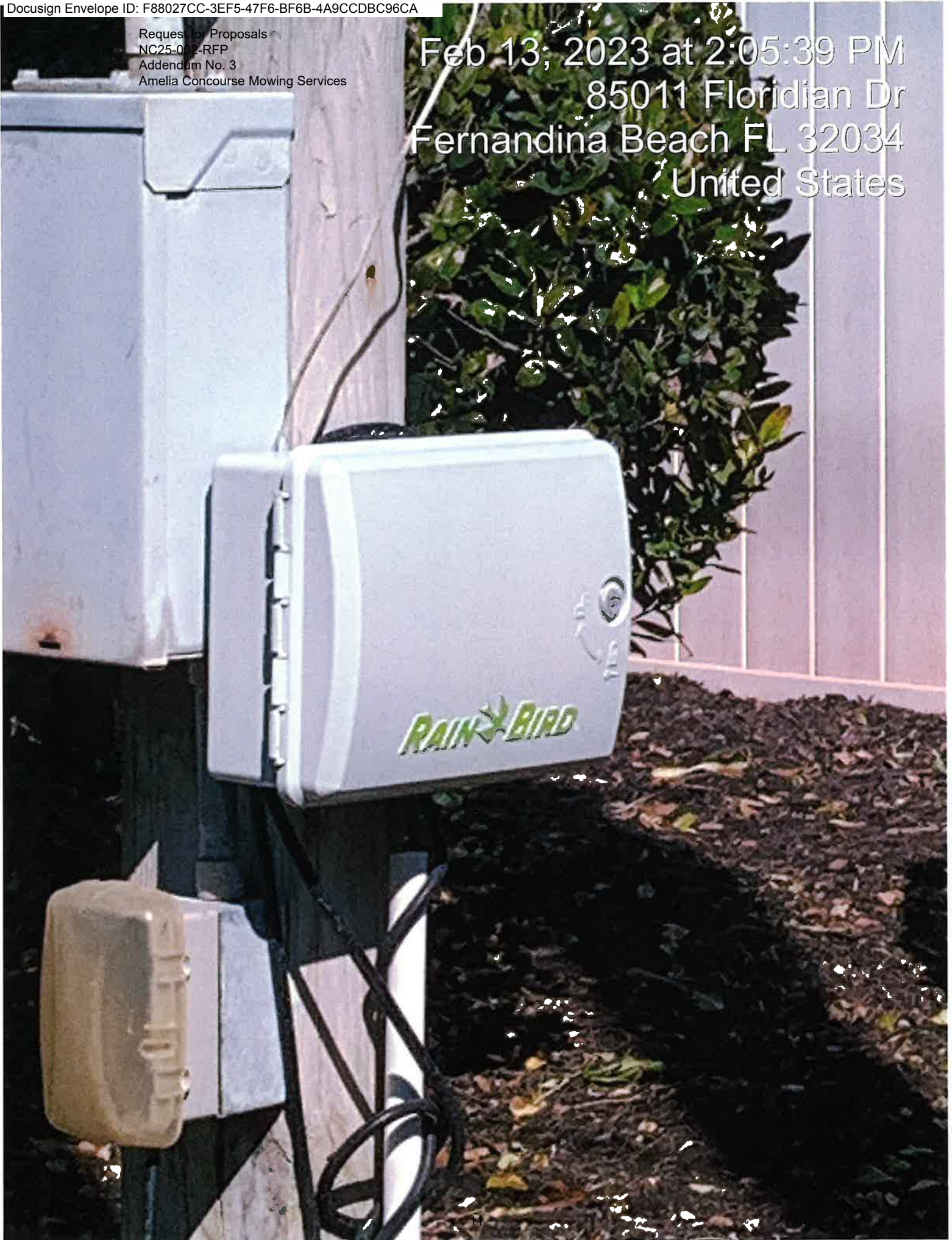
Request for Proposals  
NC25-002-RFP  
Addendum No. 3  
Amelia Concourse Mowing Services

Feb 13, 2023 at 1:48:07 PM  
95012 Timberlake Dr  
Fernandina Beach FL 32034  
United States



Request for Proposals  
NC25-002-RFP  
Addendum No. 3  
Amelia Concourse Mowing Services

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



LANDSCAPE AND  
IRRIGATION PLANS  
FOR  
AMELIA CONCOURSE PHASE 1

INDEX OF DRAWINGS

- COVER SHEET  
L-1 PLANTING and  
THRU IRRIGATION PLANS  
L-3  
L-10 PLANTING AND WATERING  
SPECIFICATIONS

PREPARED FOR:

CONNELLY & WICKER INC.

PREPARED BY:



**A & K LAND PLANNING & DESIGN  
Inc.**  
1006 DUBBIN PARK DR., JACKSONVILLE, FLORIDA 32218  
PHONE: (904) 281-4100  
FAX: (904) 281-4101  
WWW.AKLANDPLANNINGDESIGN.COM

Date: MAY 9, 2006



**A & K LAND PLANNING & DESIGN  
Inc.**  
PHONE: (904) 281-4100  
1006 DUBBIN PARK DR., JACKSONVILLE, FLORIDA 32218  
FAX: (904) 281-4101  
WWW.AKLANDPLANNINGDESIGN.COM

AMELIA ISLAND  
CONCOURSE  
LANDSCAPE

REVISIONS :  
10/30/06 PER OWNER COMMENTS

DATE : MAY 9, 2006

PROJECT NO. : 060001

DRAWN BY : LSKR

CHECKED BY : LSKR

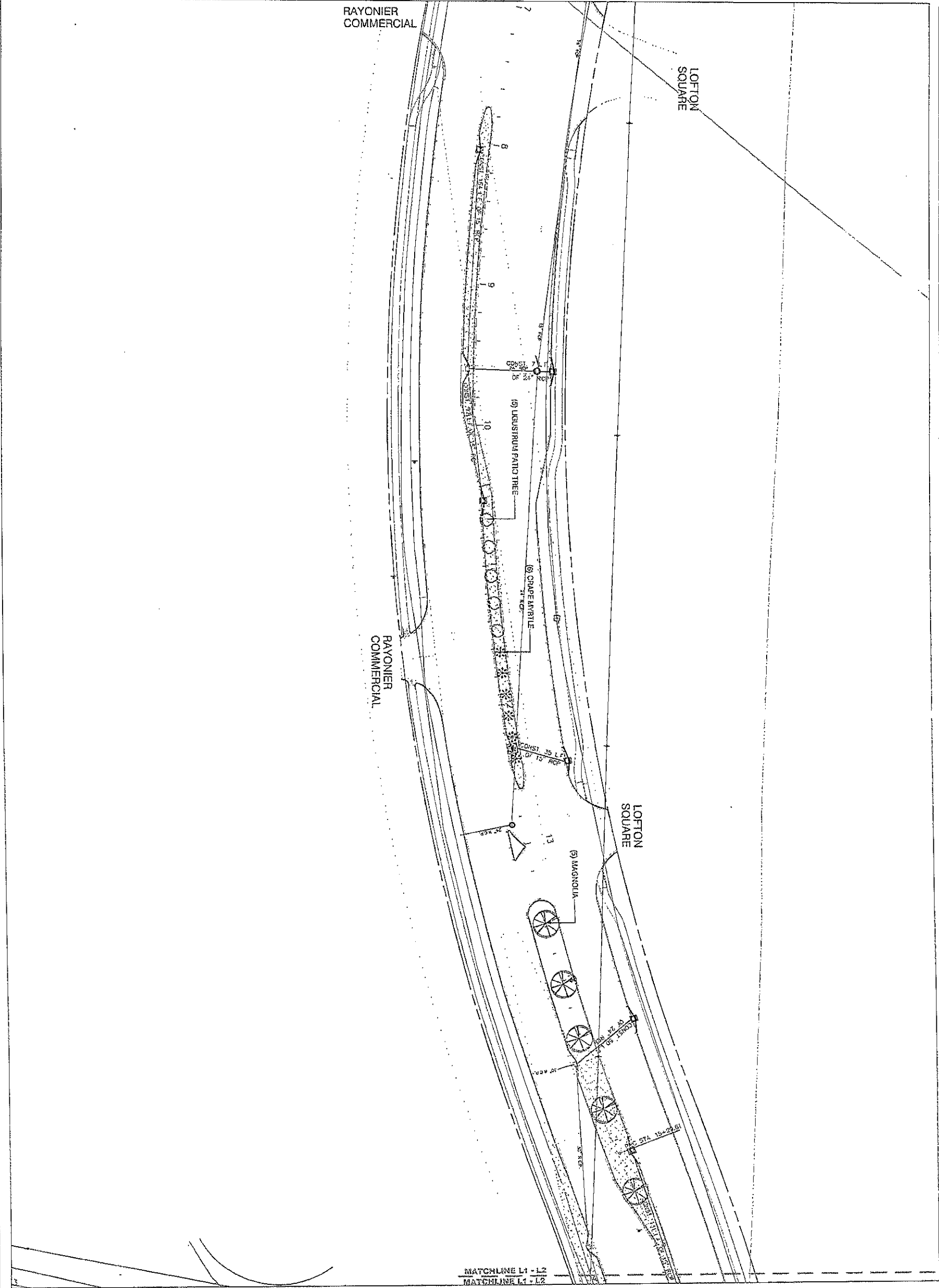
SCALE : 1" = 10'

SHEET TITLE

COVER  
SHEET

SHEET

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



1-1

SHEET

MEDIAN

LANDSCAPE PLAN

DATE: MARCH 20, 2026

PROJECT NO: 1000-01

DESIGNED BY: JSSC

DRAWN BY: J. KES

CHECKED BY: J.C.C.

SCALE: 1" = 30'

REVISIONS:

10/30/06 PER OWNER COMMENTS

AMELIA ISLAND CONOURSE

MEDIAN

PLANTING

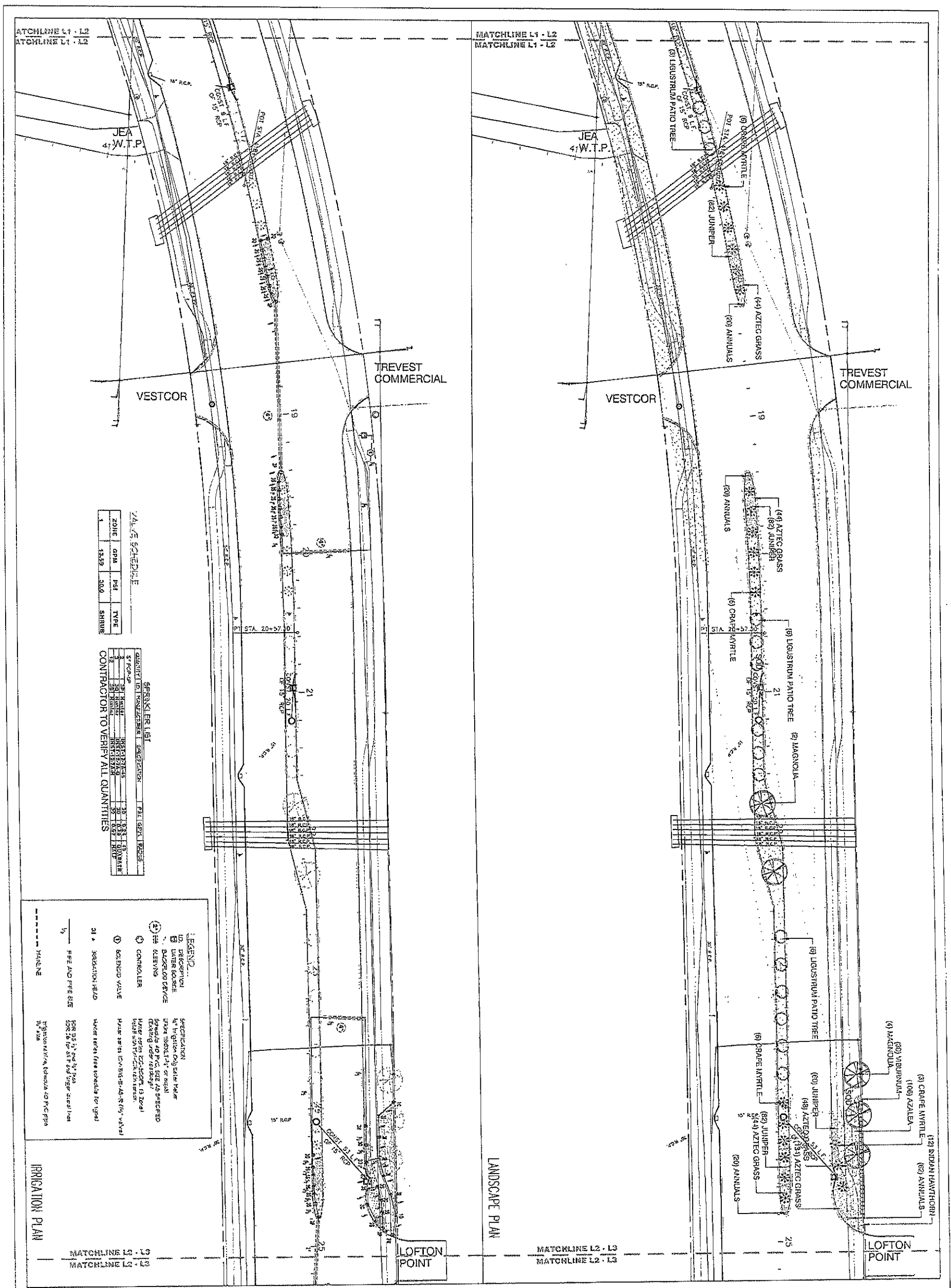
A & K LAND PLANNING & DESIGN




INC.

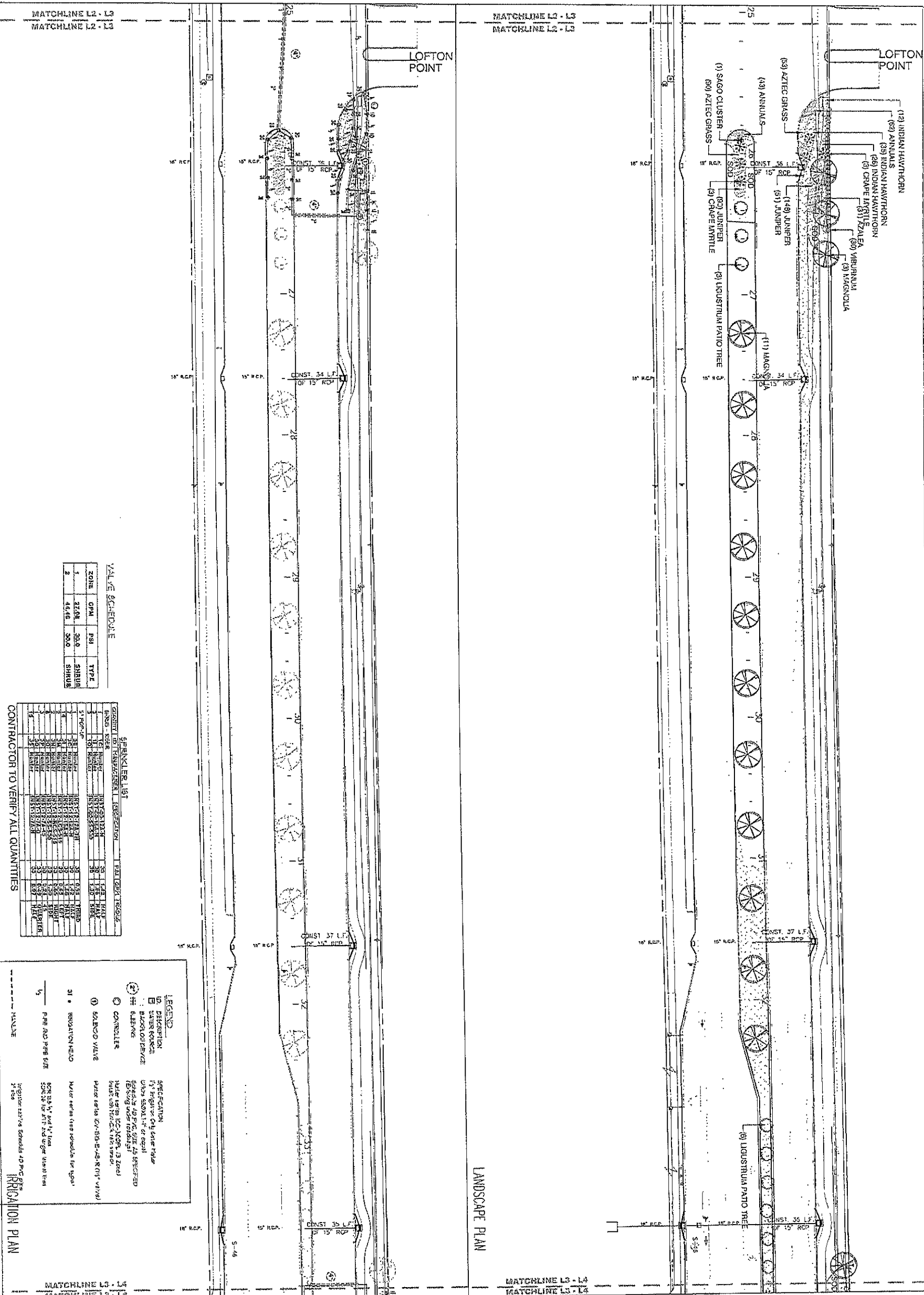
PHONE: (904) 377-4150



1508 DUBRE PARR BL. JACKSONVILLE, FLORIDA 32218

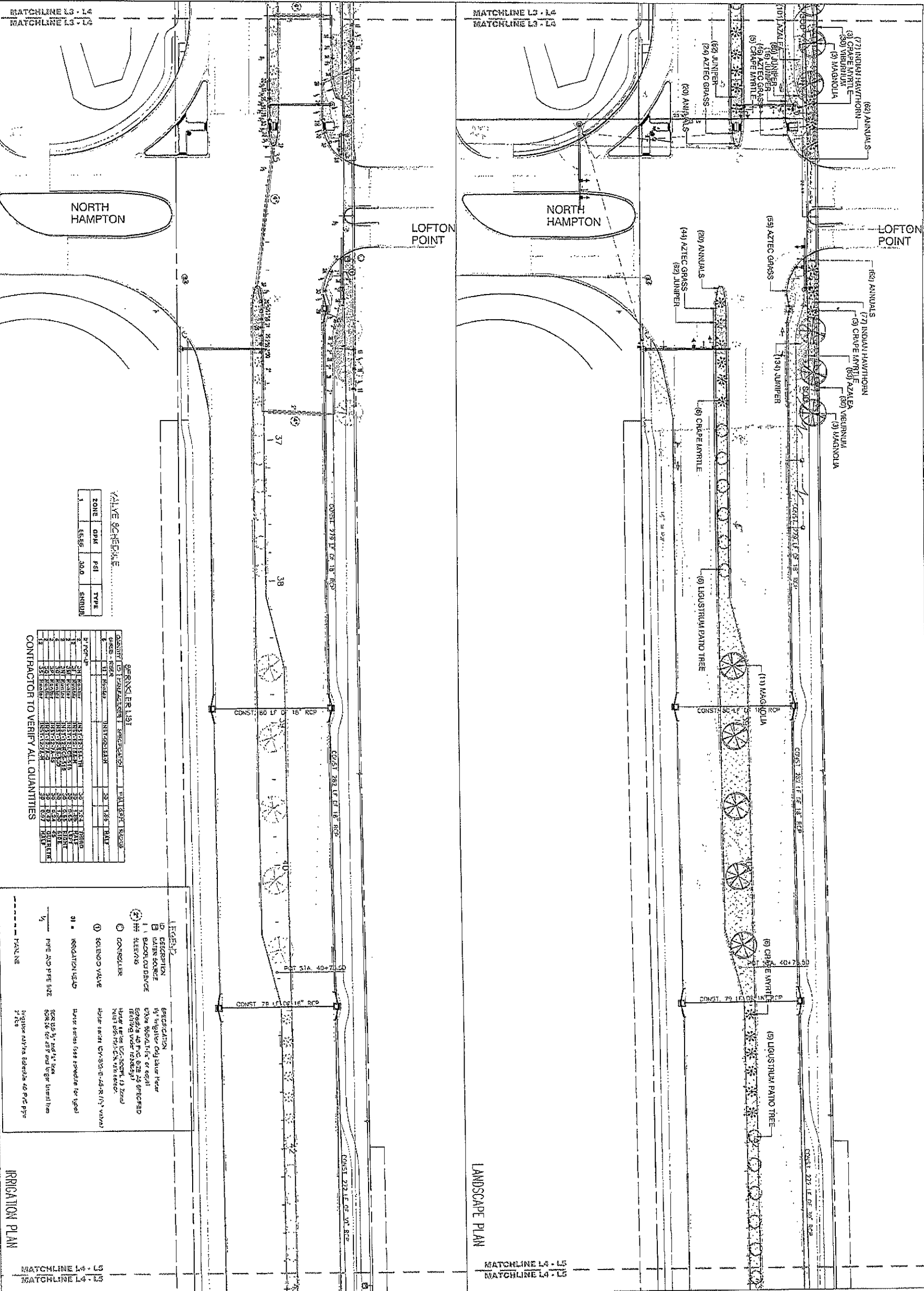
EMAIL: AKLANDPLANNING@GMAIL.COM






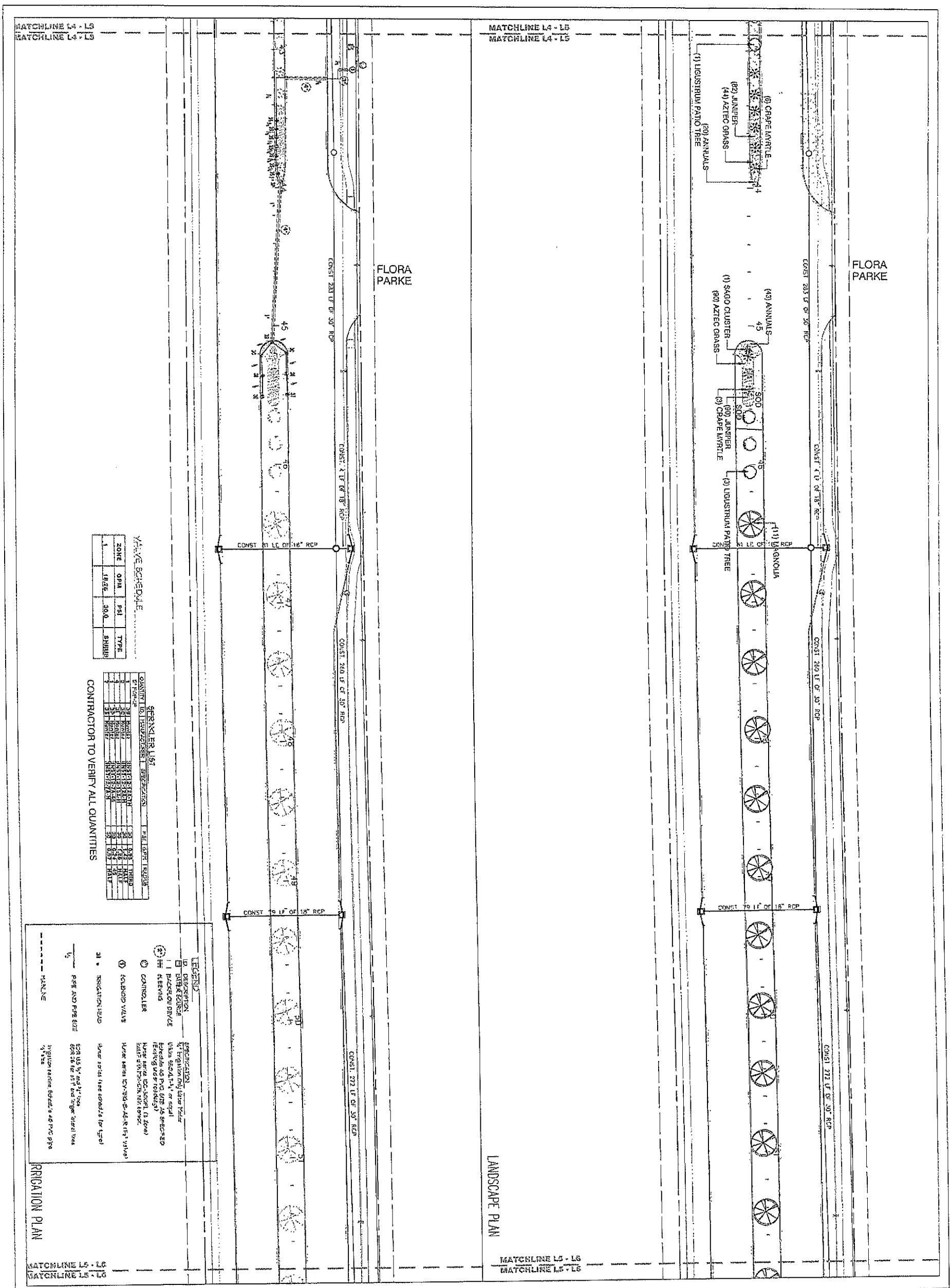
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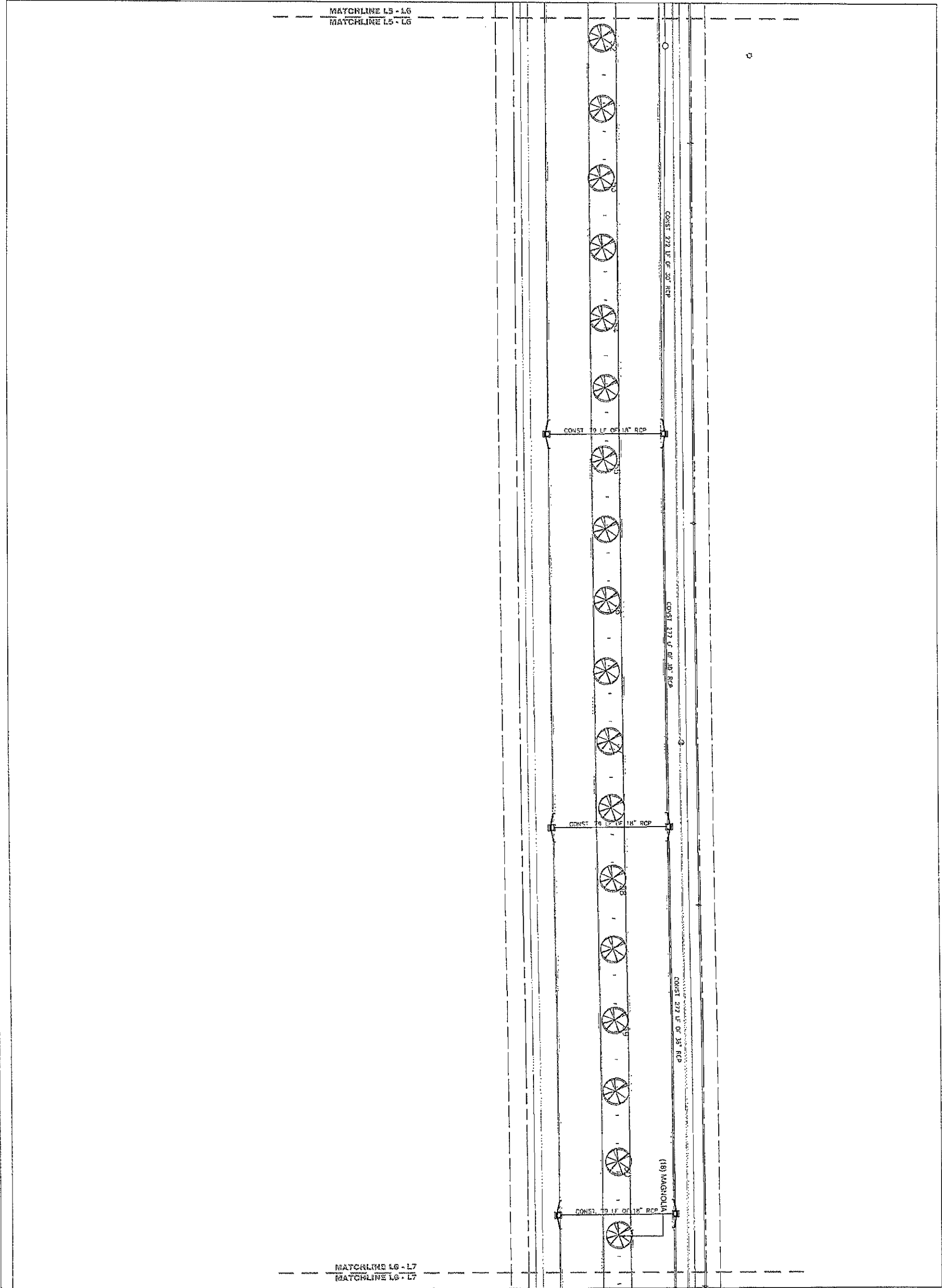
<p>DATE: MARCH 22, 2006</p> <p>PROJECT NO.: 10006-01</p> <p>DESIGNED BY: KSR</p> <p>DRAWN BY: KSR</p> <p>CHECKED BY: C.C.</p> <p>SCALE: 1" = 30'</p> <p>SHEET TITLE</p> <p style="text-align: center;">MEDIAN LANDSCAPE PLAN</p>	<p>REVISIONS:</p> <p>10/30/06 PER OWNER COMMENTS</p> <p>11/16/06 PER FDOT REQUIREMENTS</p>	  <h2 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h2>
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<div style="text-align: center;">    </div>	<p>REVISIONS :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">10/30/06 PER OWNER COMMENTS</td> <td style="width: 50%;"></td> </tr> <tr> <td>11/16/09 PER FDOT REQUIREMENTS</td> <td></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> </table>	10/30/06 PER OWNER COMMENTS		11/16/09 PER FDOT REQUIREMENTS														<h2 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h2>	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> <small>PHONE: (904) 397-4100 1308 GURRY PARK DR. JACKSONVILLE, FLORIDA 32256 E-MAIL: AKL@AKLANDPLANNINGDESIGN.COM</small>
10/30/06 PER OWNER COMMENTS																			
11/16/09 PER FDOT REQUIREMENTS																			
<p>DATE : MARCH 22, 2006</p> <p>PROJECT NO : 1006-01</p> <p>DESIGNED BY : KSR</p> <p>DRAWN BY : KSR</p> <p>CHECKED BY : JCC</p> <p>SCALE : 1" = 30'</p>	<p>SHEET TITLE</p> <p style="text-align: center;">MEDIAN LANDSCAPE PLAN</p> <p style="text-align: center;">SHEET</p> <p style="text-align: center;">L-4</p>																		

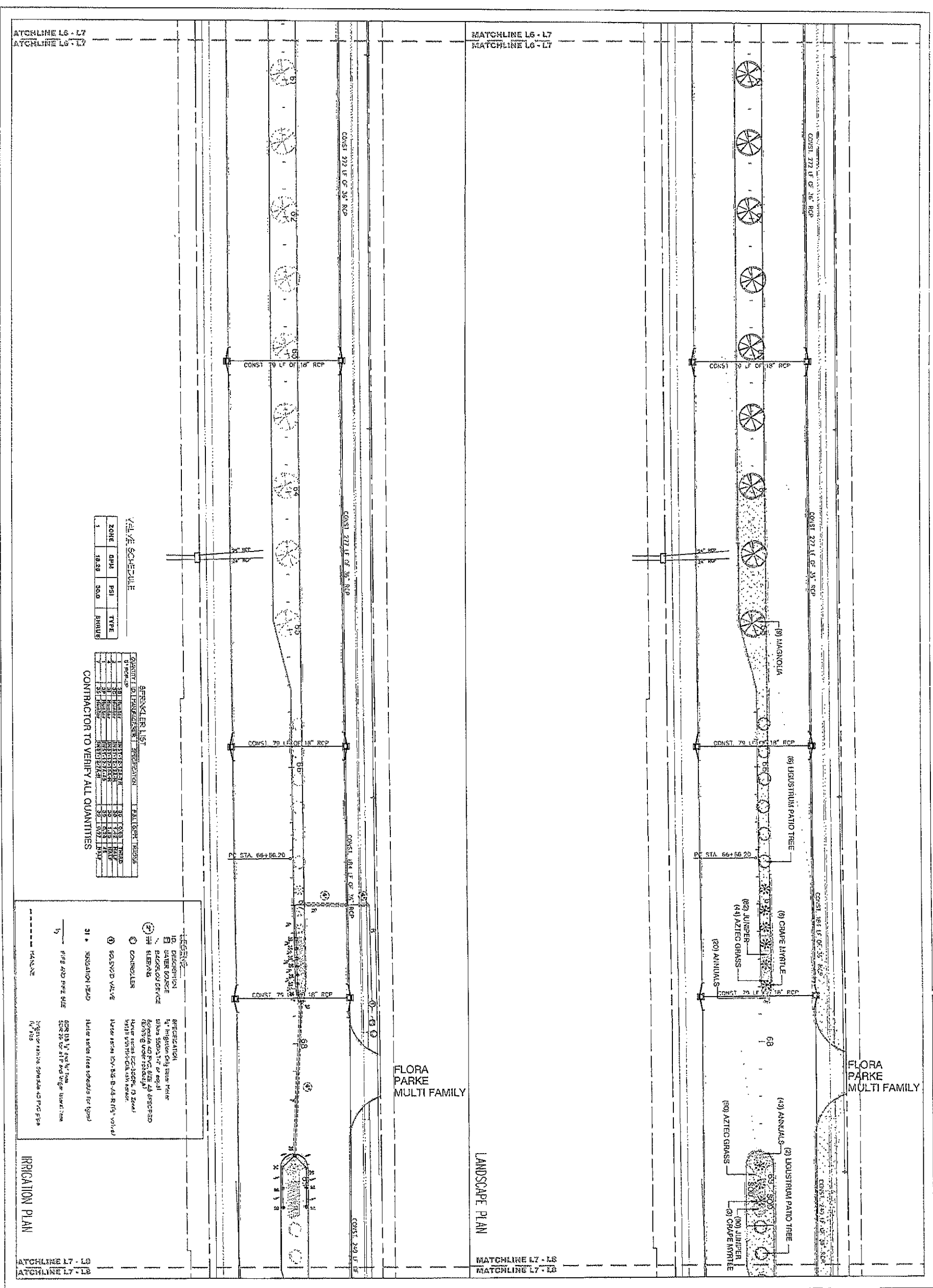





SHEET <div style="text-align: center; font-size: 2em; font-weight: bold;">L-5</div>	MEDIAN LANDSCAPE PLAN	SHEET TITLE	DATE: MARCH 27, 2008 PROJECT NO.: 2008-01 DESIGNED BY: JLSR DRAWN BY: KSR CHECKED BY: LCC SCALE: 1" = 30'	REVISIONS : 10/30/06 PER OWNER COMMENTS 11/16/06 PER FDOT REQUIREMENTS	<h2 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h2>	 <p style="margin: 5px 0;"><b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b></p> <p style="font-size: 0.8em; margin: 0;">PHONE (864) 247-4100 1008 DUBBIN PARK DR., JACKSONVILLE, FLORIDA 32229 WWW.A&amp;KLANDPLANNINGDESIGN.COM</p>
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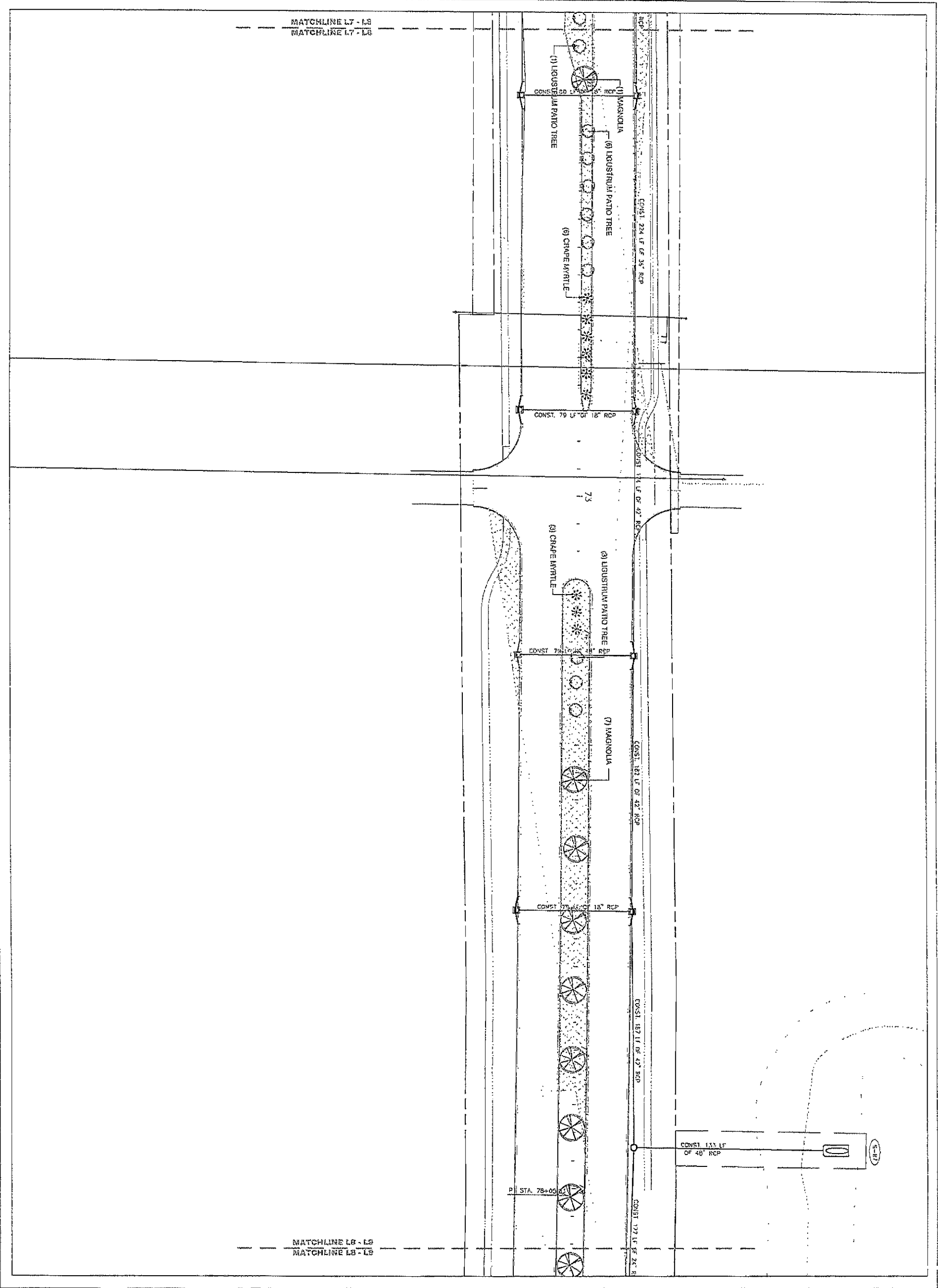


	REVISIONS :	<b>AMELIA ISLAND CONCOURSE MEDIAN PLANTING</b>	
	<p>DATE : MARCH 23, 2026 PROJECT NO. : 2628-01 DESIGNED BY : KSR DRAWN BY : KSR CHECKED BY : C.C. SCALE : 1" = 30'</p>		
<p><b>L-6</b> MEDIAN LANDSCAPE PLAN</p>			

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING



SHEET TITLE <div style="text-align: center;"> <b>MEDIAN LANDSCAPE PLAN</b> </div>	DATE: MARCH 21, 2025 PROJECT NO.: 20035-01 DESIGNED BY: JESSA DRAWN BY: KNS CHECKED BY: L.C.G. SCALE: 1" = 30'	 	REVISIONS: 10/30/05 PER OWNER COMMENTS 11/16/06 PER FDOT REQUIREMENTS	<h1 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h1>	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> <small>           PHONE: (904) 587-4100            1608 BURNING PARKER DR. JACKSONVILLE, FLORIDA 32218            EMAIL: AKLANDPLANNING@GELLSDVTH.NET         </small>
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30  
0  
15  
30

REVISIONS :

DATE : MARCH 27, 2008  
PROJECT NO : 2008-01  
DESIGNED BY : JSR  
DRAWN BY : MSR  
CHECKED BY : JCC  
SCALE : 1" = 30'

SHEET TITLE  
MEDIAN  
LANDSCAPE PLAN

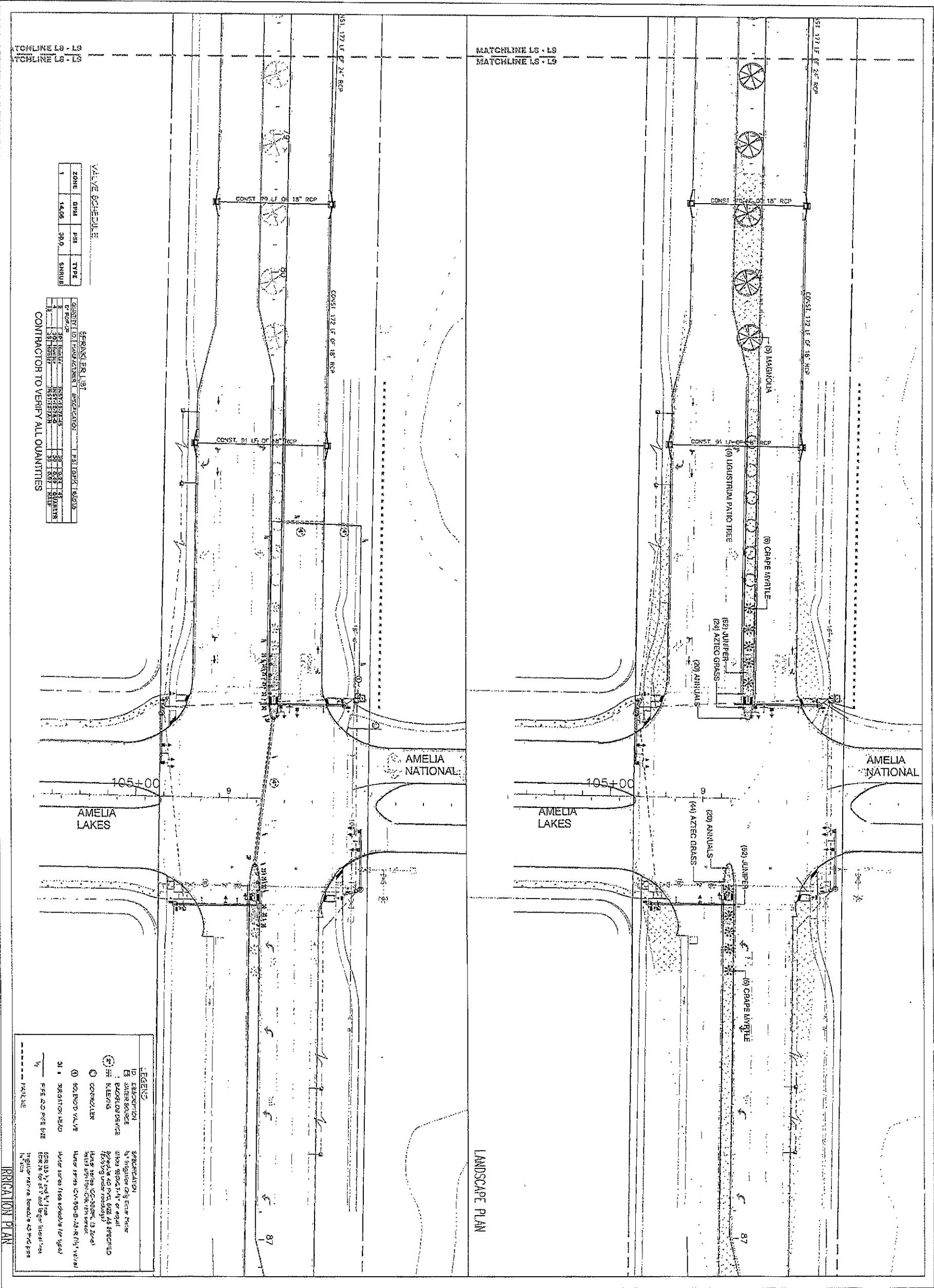
L-8  
SHEET


AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING

**A & K LAND PLANNING & DESIGN  
Inc.**  
PHONE (904) 287-4500  
1006 PURDIE PALM DR. JACKSONVILLE, FLORIDA 32231  
K.MARU.AKLANDPLANNING@GMAIL.COM

AMELIA ISLAND CONCOURSE - MEDIAN PLANTING

20



<p style="text-align: center;">L-9 SHEET</p> <p style="text-align: center;">MEDIAN LANDSCAPE PLAN</p>	<p>SHEET TITLE</p>	<p>DATE: MARCH 22, 2006</p> <p>PROJECT NO. L2006-01</p> <p>DESIGNED BY: JKR</p> <p>DRAWN BY: JKR</p> <p>CHECKED BY: JCG</p> <p>SCALE: 1" = 30'</p>	<p>REVISIONS:</p> <p>10/30/05 PER OWNER COMMENTS</p> <p>11/16/06 PER FOOT REQUIREMENTS</p>	<h2 style="margin: 0;">AMELIA ISLAND CONCOURSE MEDIAN PLANTING</h2>	 <p><b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b></p> <p>PHONE: (904) 257-4100 1008 BURNING PALMS DR. JACKSONVILLE, FLORIDA 32218 E-MAIL: AKLANDP@aol.com/STCLANDPLANET</p>
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1. Prior to construction the landscape contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The landscape contractor is responsible for reporting any and all damage to utilities, structures, site improvements, etc., which occurs while performing the landscape construction.
2. When conditions are such that the contractor encounters, such as utility lines, adverse drainage conditions or obstructions, notify owner's representative before planting.
3. All plants must be healthy, vigorous and free of pests and disease.
4. All trees, palms, and shrubs shall be grade "Florida Fancy" per Graces and Standards for Nursery Plants (parts one and two), available through Florida Dept. of Agriculture and Consumer Services.
5. All plant material must be approved by the landscape architect before delivery to the plant material site.
6. Any changes to the plant material (size, type, etc.), irrigation or any other deviations from the plans must be approved by the landscape architect prior to the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
7. All plants to be field grown or container grown as indicated on plant list. Store plants in shade and protect from weather. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, etc. in a manner acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Protect roots of plants from drying or other possible injury. Keep plant ball moist at all times.
8. All plants shall be thoroughly spaced.
9. Obtain appropriate soil test for all planting areas and have pH test laboratory and nutrient test laboratory. Soil testing shall be performed by an approved soils testing laboratory and not by the contractor. The contractor shall follow all recommendations for soil amendments, fertilizer and chemical conditioner application rates for soil preparation, planting broadcast mix, and post landscape fertilization program. Submit a copy of soil report to owner's rep. and landscape architect.
10. Add soil amendments as recommended by soil test in quantities necessary to bring soil mixture to pH rating of between 5.5 and 6.0. Mixes used for pH correction shall be commercially produced for this purpose.
11. All plants and planting areas must be completely mulched as specified with three (3) inches of organic mulch. Provide a minimum clearance of mulch from oil trees and shrubs and a minimum clearance of four (4) feet from trees.
12. The landscape contractor is responsible for verifying all quantities shown on these plans before pricing the work.
13. The planting shall be done in accordance with acceptable horticultural practices. This is to include proper planting mix, plant and tree pit preparation, pruning, staking or guying, wrapping, spraying, fertilization, planting, and adequate maintenance throughout the required maintenance period.
14. The landscape contractor is responsible for fully maintaining all planting (including but not limited to: pruning, watering, fertilizing, cultivating, weeding, mowing, mulching, lighting and repotting of burs, resoling plants to existing grade, etc.) until the plants are established and are no longer requiring and applying such services as necessary to keep trees in health and distress. The landscape contractor's responsibility for maintenance (exclusive of replacement within the guarantee period) shall terminate one year from the date of final acceptance by owner and landscape architect.
15. All trees, palms, shrubs and plant material shall be warranted for a period of one year after date of completion and acceptance of the entire project. Final acceptance of all landscaping under this contract shall constitute the beginning of the guarantee period. Replace, in accordance with the drawings and specifications, all plants that are dead or determined by the owner's representative, or are in any unhealthy or diseased condition, within the warranty period. The contractor shall be responsible for all costs due to the contractor's negligence, furnish and plant replacement plants which comply with requirements shown and specified. Warranty all replacement plants for one year after installation. The cost of such replacement(s) is of the contractor's expense. All plants are subject to approval by the owner's representative. Prior to planting, all trees and palms must be approved by the owner or owner's rep.
16. Standards set forth in American Standard for Nursery Stock represent guideline specifications only and shall constitute minimum quality requirements for plant material.
17. The contractor, inclusion of this planting, if the owner's rep. or owner has reason to believe that the plants are not of the specified grade, he will request a re-grading or inspection, and such evidence will be the basis for requesting replacement of plants and for legal or other action according to law, should this become necessary.
18. All planting beds to be treated with pre-emergent weed control prior to planting.
19. Contactor is to check the site weekly to insure all plant material is healthy and well watered.
20. All disturbed areas in highly or well wooded.
21. All disturbed areas in highly or well wooded with Bermuda sod.

The diagram shows a cross-section of a planting bed. A tree trunk is shown on the right side, with a label "MULCH (3\"/>

QUANTITY	COMMON NAME	LATIN NAME	SPACING	SPECIFICATIONS
TREES				
151	Indian Grass Tree	<i>Xanthorrhoea nodosa</i> <u>Natider</u>	A5 50x100	10' H, 6" W Spd. min. 5 stem min. 6' H, 4" cl. (leaves 10' W)
66	Liquidum Palo Tree	<i>Liquidum laevis</i>	A5 50x100	10' H, 6" W Spd. min. 5 stem min. 5' H, 4" cl.
34	Magrovia	<i>Magrovia grandiflora</i>	A5 50x100	4' collar min. H-10' H, 6" W, 7-8' Spd. min. 5' H, 4" cl.
GROUND COVER				
475	Arabis	<i>Arabis</i>	12" x 6"	color by cover
169	Asarum	<i>Rhododendron Red Knight</i>	2' x 6"	3' gallon, 12" x 12" min
819	Arise Grass	<i>Lycopodium variegatum</i>	12" x 6"	1 gallon, 12" x 12" min
223	Arise Hawthorn	<i>Epilobium nodosa</i>	7' x 6"	3 gallon, 12" x 12" min
1366	Juniper	<i>Juniperus horizontalis Blue Rug</i>	12" x 6"	1 gallon, full
3490	Asarum	<i>Juniperus horizontalis Blue Rug</i>	A5 50x100	1 gallon, 12" x 12" min
50	Viburnum	<i>Viburnum suspensum</i>	3' x 6"	3 gallon, 24" x 24" min
2886 1 s.f.	Pennisia - 8' x 2'			

1. CONTRACTOR TO VERIFY ALL QUANTITIES
2. ALL TREES TO BE IRRIGATED WITH GATOR BAGS AND WATERING TRUCK. SEE WATERING SCHEDULE THIS SHEET.
3. ALL SOD TO BE IRRIGATED WATERING TRUCK, SEE WATERING SCHEDULE THIS SHEET.
4. ALL PLANT MATERIAL TO BE GUARANTEED FOR AT LEAST 1 YEAR.
5. ABBREVIATION C.T. MEANS CLEAR TRUNK

MONTH 1 - WATER DAILY  
MONTH 2 - WATER BIWEEKLY  
MONTH 3 - WATER BIWEEKLY  
MONTH 4-12 - CHECK WEEKLY - WATER AS NECESSARY

NOTE: THIS IS A GENERAL SCHEDULE. PLANT MATERIAL MAY NEED MORE OR LESS WATER DEPENDING ON WEATHER TIME OF YEAR SITE CONDITIONS, ETC.

The drawing consists of two views: a plan view (top) and a cross-section view (bottom).

**Plan View (Top):**

- Shows a circular planting pit with a diameter labeled  $\phi$ .
- The pit is divided into three concentric regions: an inner circle labeled "RUBBER MULCH", a middle ring labeled "EARTH SAUCER", and an outer ring labeled "PREPARED PLANTING MIX".
- A "GUY WIRE" is shown passing through the center of the pit.
- A "LIMIT OF MULCH" is indicated by a dashed circle.
- Two arrows point from the plan view to the cross-section view, indicating the location of the sections.

**Cross-Section View (Bottom):**

- Shows a vertical cross-section of the planting pit.
- The pit has a diameter labeled  $\phi$  and a depth labeled  $2D$ .
- The layers from top to bottom are: "RUBBER MULCH (3" THK)", "EARTH SAUCER", and "PREPARED PLANTING MIX".
- A "WEED MAT" is shown on the surface, with a note "REMOVE TOP 1/2 BULK AFTER PREPARE PLANTING MIX PER SPECIFICATION".
- A "2"x4"x3" STAKE" is shown driving through the mulch and earth saucer into the planting mix.
- A "12" RUBBER HOSE" is shown around the perimeter of the pit, with a note "MULCH 6' CLEAR AROUND TRUNK AND TAPERED".
- A "GUY WIRE 1/2 GA ANNEALED GALV STEEL" is shown passing through the center of the pit.
- A north arrow is shown pointing towards the top of the page.

LANDSCAPE AND  
IRRIGATION PLANS  
FOR  
AMELIA CONCOURSE PHASE 1 & 2

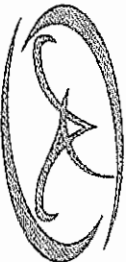
INDEX OF DRAWINGS

- COVER SHEET  
L-1  
L-10  
L-14  
L-15  
L-16  
L-20  
L-25
- PLANTING AND  
IRRIGATION PLANS PHASE 2  
PLANTING AND WATERING  
SPECIFICATIONS PHASE 2  
PLANTING AND  
IRRIGATION PLANS PHASE 1

PREPARED FOR:

CONNELLY & WICKER INC.

PREPARED BY:



A & K LAND PLANNING & DESIGN  
Inc.  
2400 NW 114th  
1000 BORTH PAINE DR. JACKSONVILLE, FLORIDA 32218  
EMAIL: AKLANDPLANNING@TELLESCOUTH.NET

Date: MAY 9, 2006



A & K LAND PLANNING & DESIGN  
Inc.  
PHONE: (904) 525-4100  
1000 BORTH PAINE DR. JACKSONVILLE, FLORIDA 32218  
EMAIL: AKLANDPLANNING@TELLESCOUTH.NET

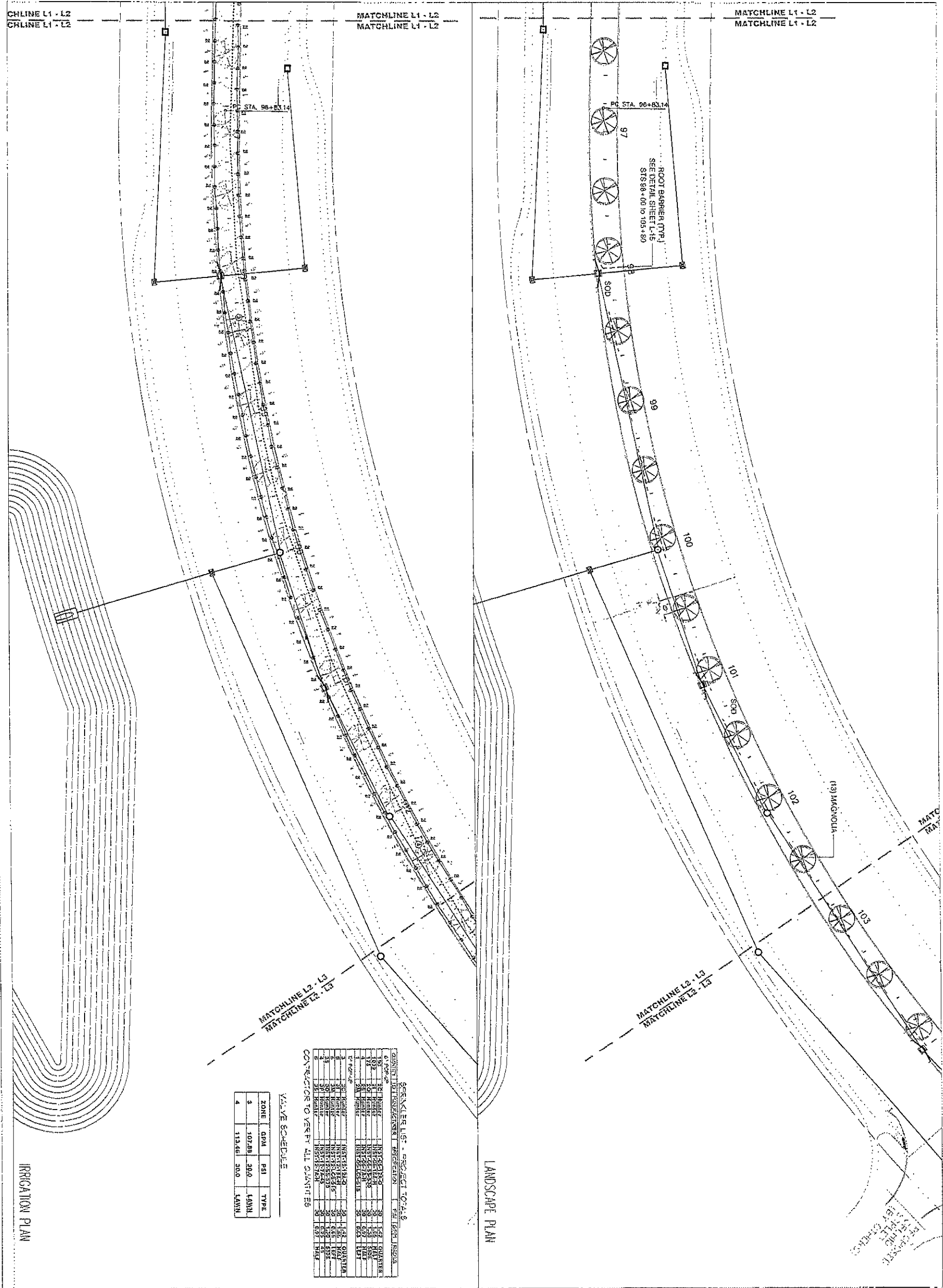
AMELIA ISLAND  
CONCOURSE  
LANDSCAPE




REVISIONS  
10/30/06 PER OWNER COMMENTS  
2/4/08 PER COUNTY COMMENTS

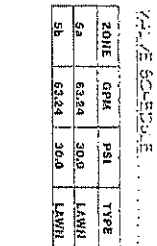
DATE: MAY 9, 2006  
PROJECT NO.: 2006-11  
DESIGNED BY: JAC  
DRAWN BY: KGR  
CHECKED BY: JAC  
SCALE: -

SHEET TITLE  
COVER  
SHEET

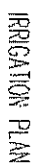
S H E E T



L-2 SHEET	MEDIAN LANDSCAPE PLAN	SHEET NO.	DATE: NOVEMBER 21, 2008 PROJECT NO. 2008-01 DESIGNED BY: KGR DRAWN BY: KGR CHECKED BY: J.C. SCALE: 1" = 50'	 	REVISIONS : 1-21-08: NEW INTERSECTION AS STATION 130 2-17-08: REMOVE INTERSECTION AT STATION 105 2-26-08: PER COUNTY COMMENTS	AMELIA ISLAND CONCOURSE MEDIAN PLANTING PHASE 2	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> <small>PHOENIX, (604) 283-1100          1000 DUBBIN PARK BL., JACKSONVILLE, FLORIDA 32209          E-MAIL: AKLANDPLANNING@BELLFLOW.UTX.NET</small>
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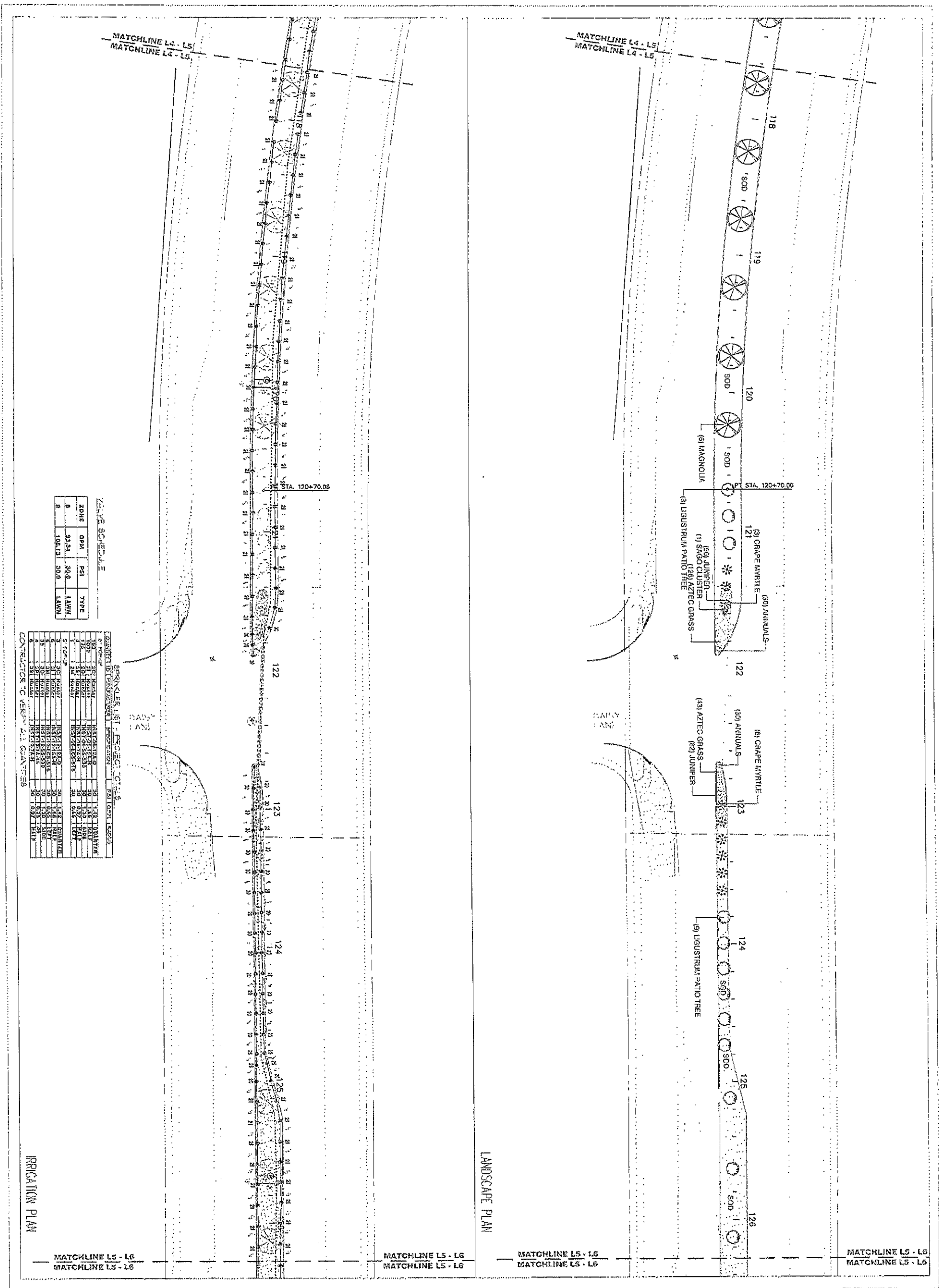
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AMELIA ISLAND CONCOURSE - MEDIAN PLANTING PHASE 2

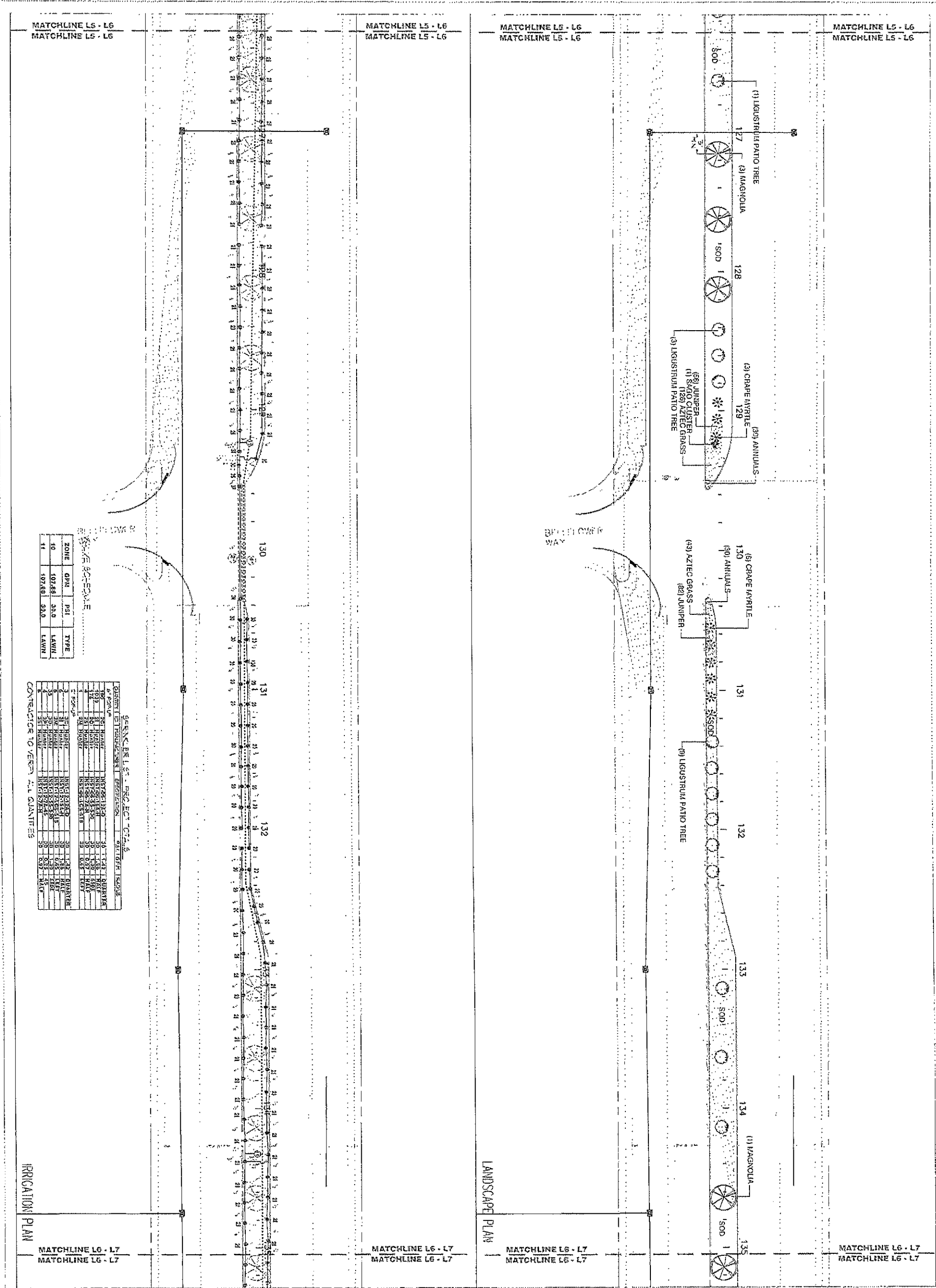


**A & K LAND PLANNING & DESIGN  
Inc.**

PHONE (904) 327-4100  
1005 DUBSON PARK DR. JACKSONVILLE, FLORIDA 32259



SHEET <div style="font-size: 2em; font-weight: bold; text-align: center;">L-5</div>	MEDIAN LANDSCAPE PLAN	SHEET TITLE	SCALE 1" = 40'	CHECKED BY: J.C.G. DRAWN BY: J. KERR DESIGNED BY: J.C.G. PROJECT NO.: 1200641 DATE: NOVEMBER 21, 2007	 	REVISIONS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">1-21-08: NEW INTERSECTION AS STATION 130</td> <td style="width: 50%;"></td> </tr> <tr> <td>2-26-08: PIR COUNTY COMMENTS</td> <td></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> </table>	1-21-08: NEW INTERSECTION AS STATION 130		2-26-08: PIR COUNTY COMMENTS														<div style="font-size: 1.5em; font-weight: bold;">AMELIA ISLAND</div> <div style="font-size: 1.5em; font-weight: bold;">CONCOURSE</div> <div style="font-size: 1.5em; font-weight: bold;">MEDIAN</div> <div style="font-size: 1.5em; font-weight: bold;">PLANTING</div> <div style="font-size: 1.5em; font-weight: bold;">PHASE 2</div>	 <b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b> <small>         PHONE: (904) 337-4100          1000 DUNN HAYNE DR., JACKSONVILLE, FLORIDA 32218          E-MAIL: A&amp;KLANDPLANNING@GMAIL.COM       </small>
1-21-08: NEW INTERSECTION AS STATION 130																								
2-26-08: PIR COUNTY COMMENTS																								





AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

REVISIONS

1-21-08: NEW INTERSECTION AS STATION 130

2-26-08: PER COUNTY COMMENTS

DATE: NOVEMBER 21, 2007

PROJECT NO. 2007-01

DESIGNED BY: KSR

DRAWN BY: KSR

CHECKED BY: CC

SCALE: 1" = 30'

SHEET TITLE

MEDIAN LANDSCAPE PLAN

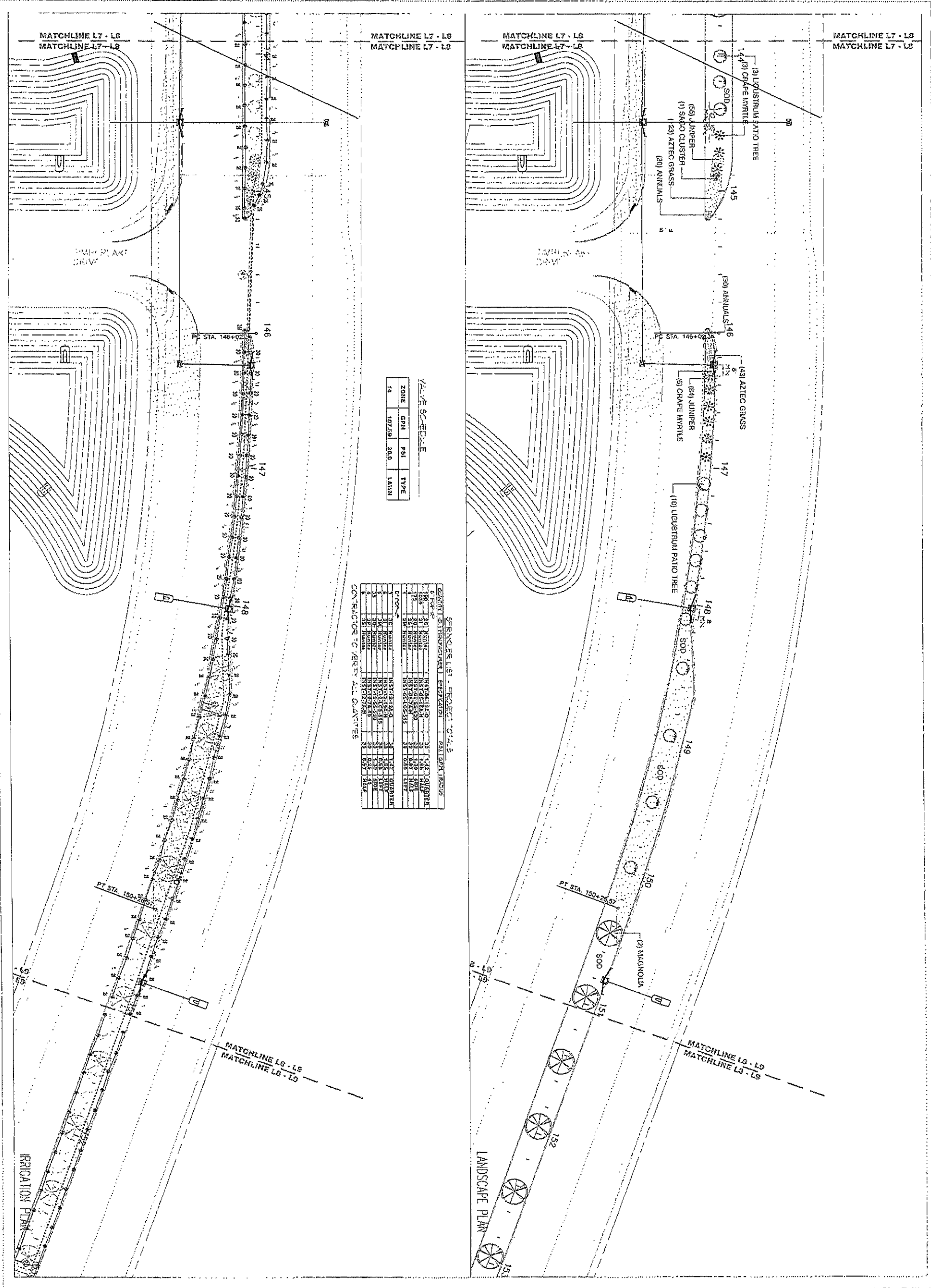
L-7 SHEET




A & K LAND PLANNING & DESIGN Inc.



PHONE: (904) 267-4100

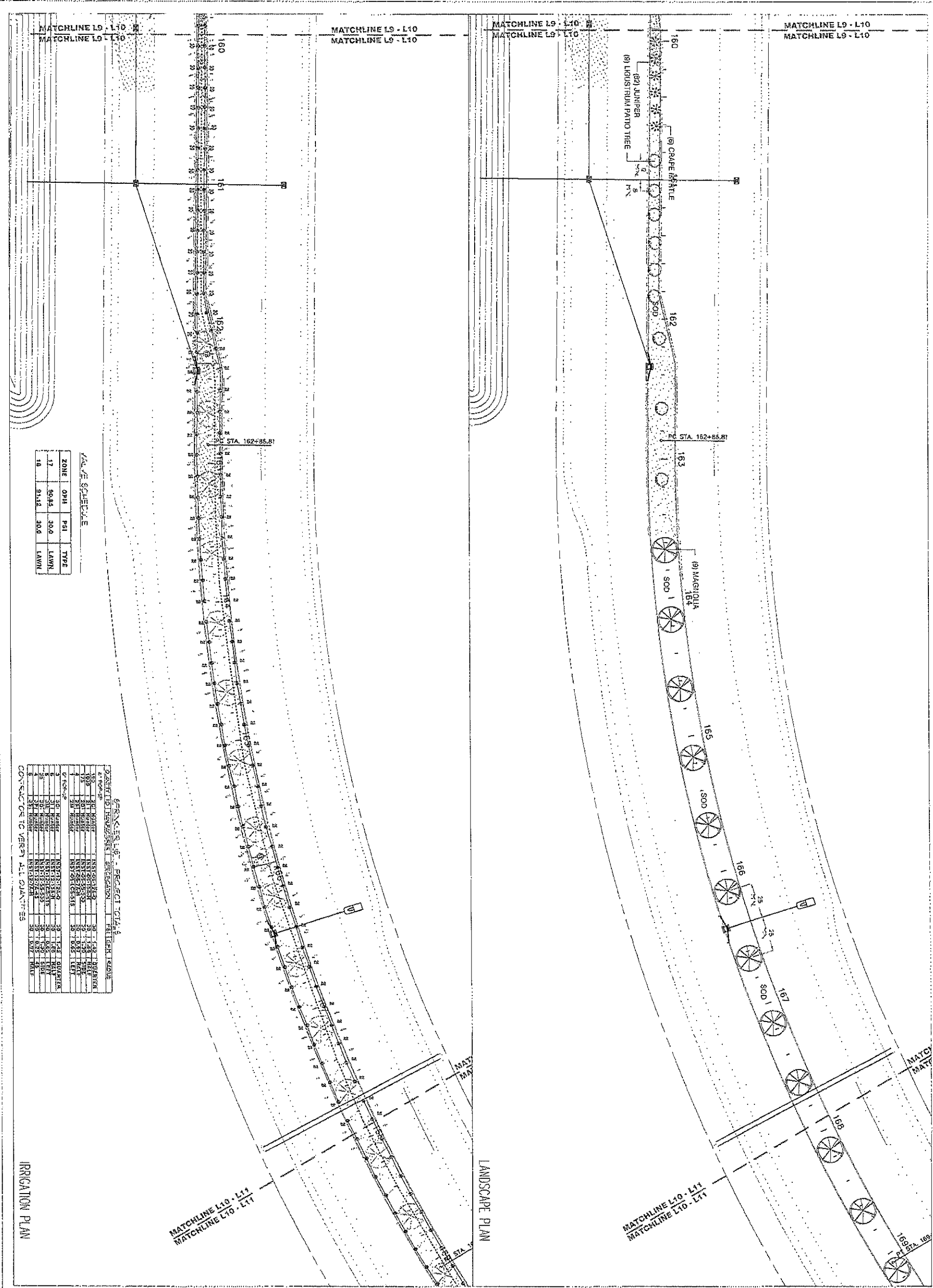
1608 DUNN PATRICK BL, JACKSONVILLE, FLORIDA 32259

E-MAIL: AKLANDPLANNING@BELL-SOUTH.NET



SHEET <div style="font-size: 2em; font-weight: bold;">L-8</div>	MEDIAN LANDSCAPE PLAN	SHEET TITLE	DATE: NOVEMBER 21, 2006 PROJECT NO. J060311 DESIGNED BY: JKS DRAWN BY: CSR CHECKED BY: J.C.G. SCALE: 1" = 20'	 	REVISIONS: 1-21-06 NEW INTERSECTION AS STATION 130 2-26-08 PER COUNTY COMMENTS	AMELIA ISLAND CONCOURSE MEDIAN PLANTING PHASE 2	 <b>A &amp; K LAND PLANNING &amp; DESIGN          Inc.</b> PHONE: (850) 287-4100 1008 DUTCHMAN PARK DR., JACKSONVILLE, FLORIDA 32219 E-MAIL: AKLANDPLANNING@BELLSSOUTH.NET
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L-9 SHEET	MEDIAN LANDSCAPE PLAN	SHEET TITLE	DATE: NOVEMBER 21, 2007 PROJECT NO.: 2006A.1 DESIGNED BY: KJR DRAWN BY: KJR CHECKED BY: J.C.C. SCALE: 1" = 30'		REVISIONS: 1-21-09: NEW INTERSECTION AS STATION 130 2-20-09: PER COUNTY COMMENTS	AMELIA ISLAND CONCOURSE MEDIAN PLANTING PHASE 2	 <p><b>A &amp; K LAND PLANNING &amp; DESIGN Inc.</b></p> <p>PHONE (904) 267-4100          6008 DURNITH PARKE DR. JACKSONVILLE, FLORIDA 32256          E-MAIL: A&amp;KLANDPLANNING@GTELECOM.UNITELINK</p>
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AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

REVISIONS  
1-21-08 NEW INTERSECTION AS STATION 130  
2-26-08 PER COUNTY COMMENTS

DATE: NOVEMBER 22, 2007  
PROJECT NO. 2007-01  
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DRAWN BY: JSSB  
CHECKED BY: JSSB  
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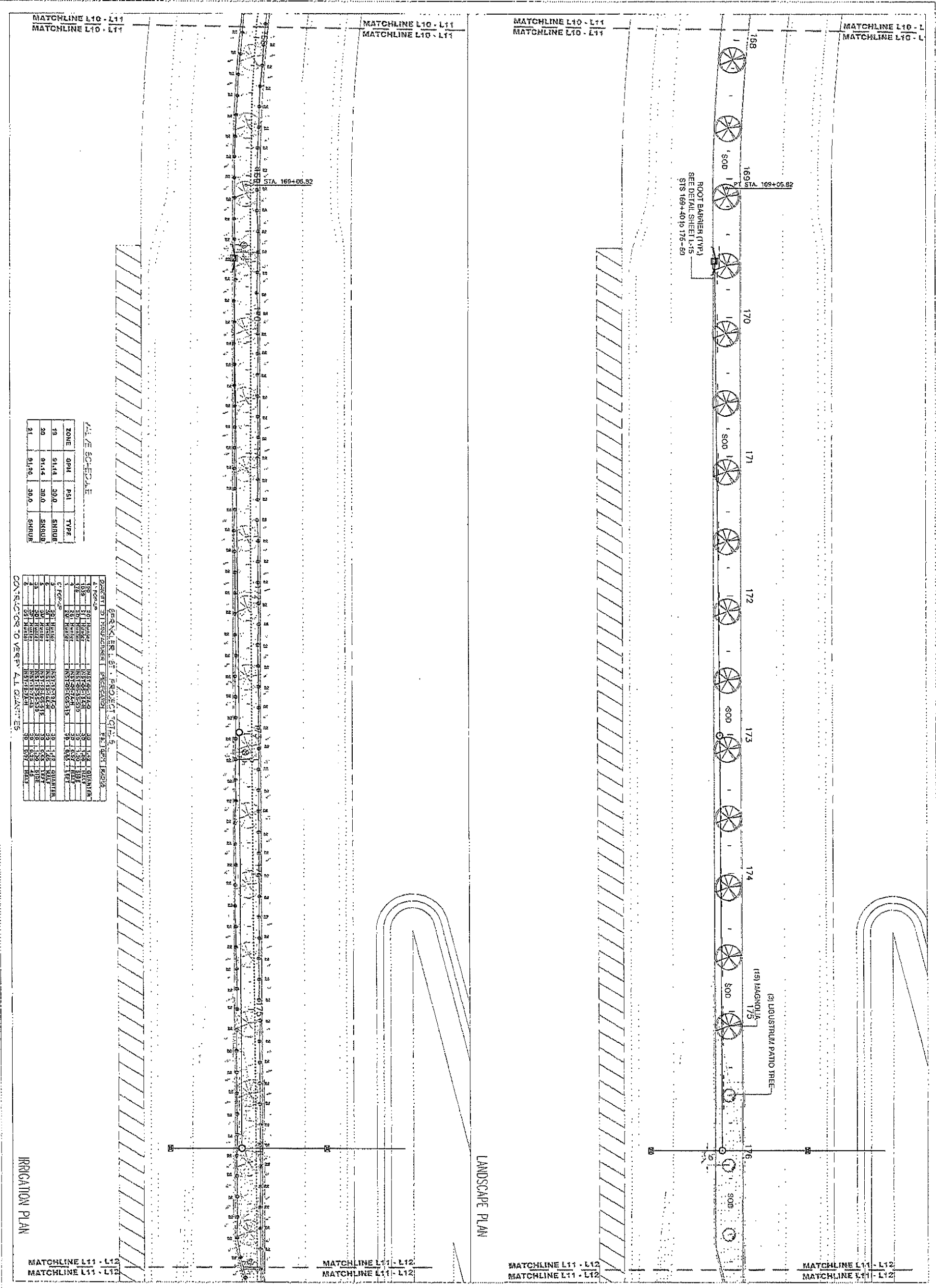
50' 0' 50'

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

PHASE 2

A & K LAND PLANNING & DESIGN Inc.  
PHONE: (904) 267-4100  
1000 PURDIE PARKWAY, JACKSONVILLE, FLORIDA 32218  
FAX: (904) 267-4101

32



AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO. 26661  
DESIGNED BY: JKS  
DRAWN BY: JKS  
CHECKED BY: JKS  
SCALE: 1" = 30'

REVISIONS:

1-21-08: NEW INTERSECTION AS STATION 130  
2-28-08: PER COUNTY COMMENTS

AMELIA ISLAND CONOURSE - MEDIAN PLANTING PHASE 2

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO. 26661  
DESIGNED BY: JKS  
DRAWN BY: JKS  
CHECKED BY: JKS  
SCALE: 1" = 30'

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO. 26661  
DESIGNED BY: JKS  
DRAWN BY: JKS  
CHECKED BY: JKS  
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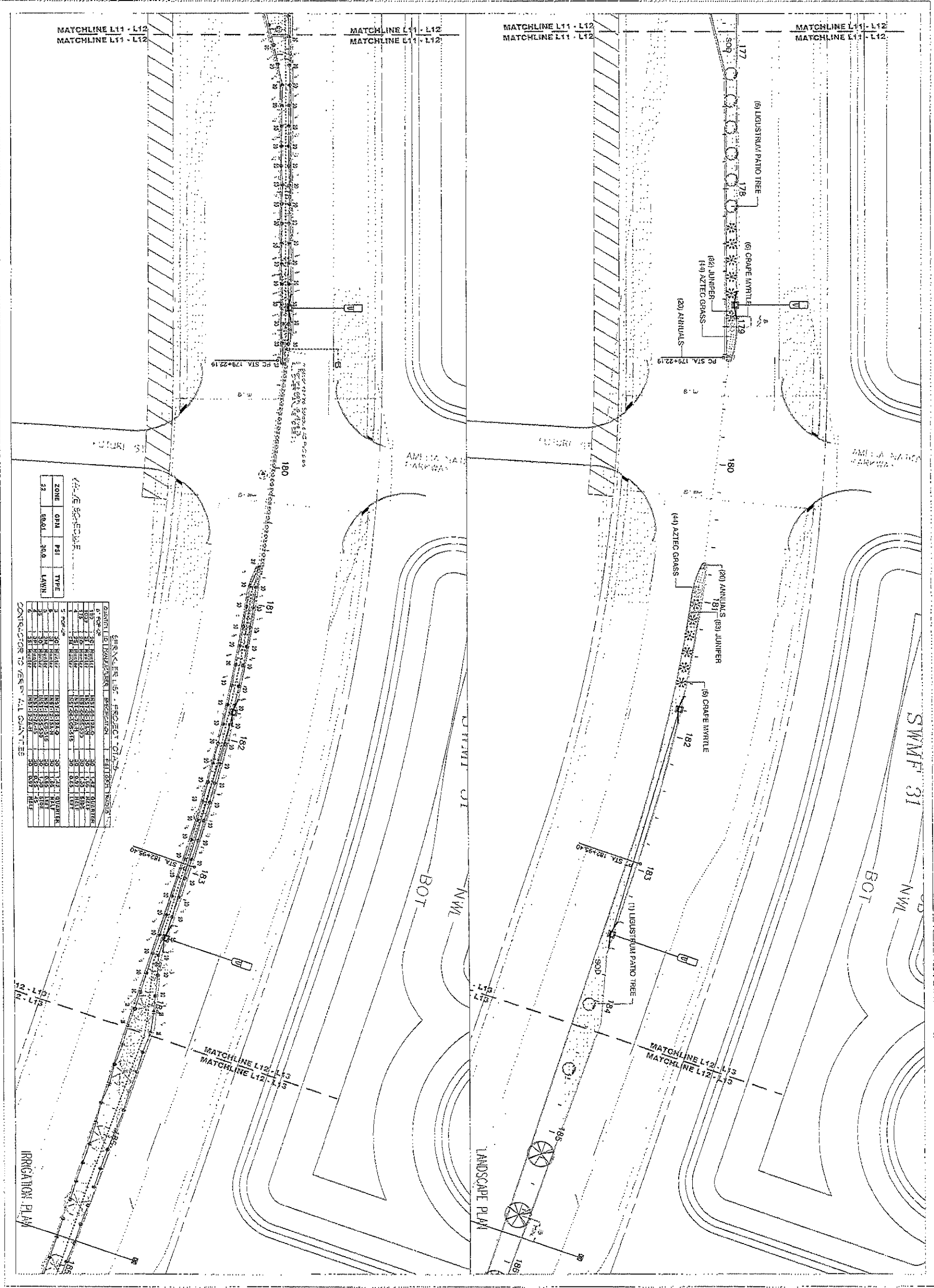
AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO. 26661  
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CHECKED BY: JKS  
SCALE: 1" = 30'

AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2021  
PROJECT NO. 26661  
DESIGNED BY: JKS  
DRAWN BY: JKS  
CHECKED BY: JKS  
SCALE: 1" = 30'

33



AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

REVISIONS

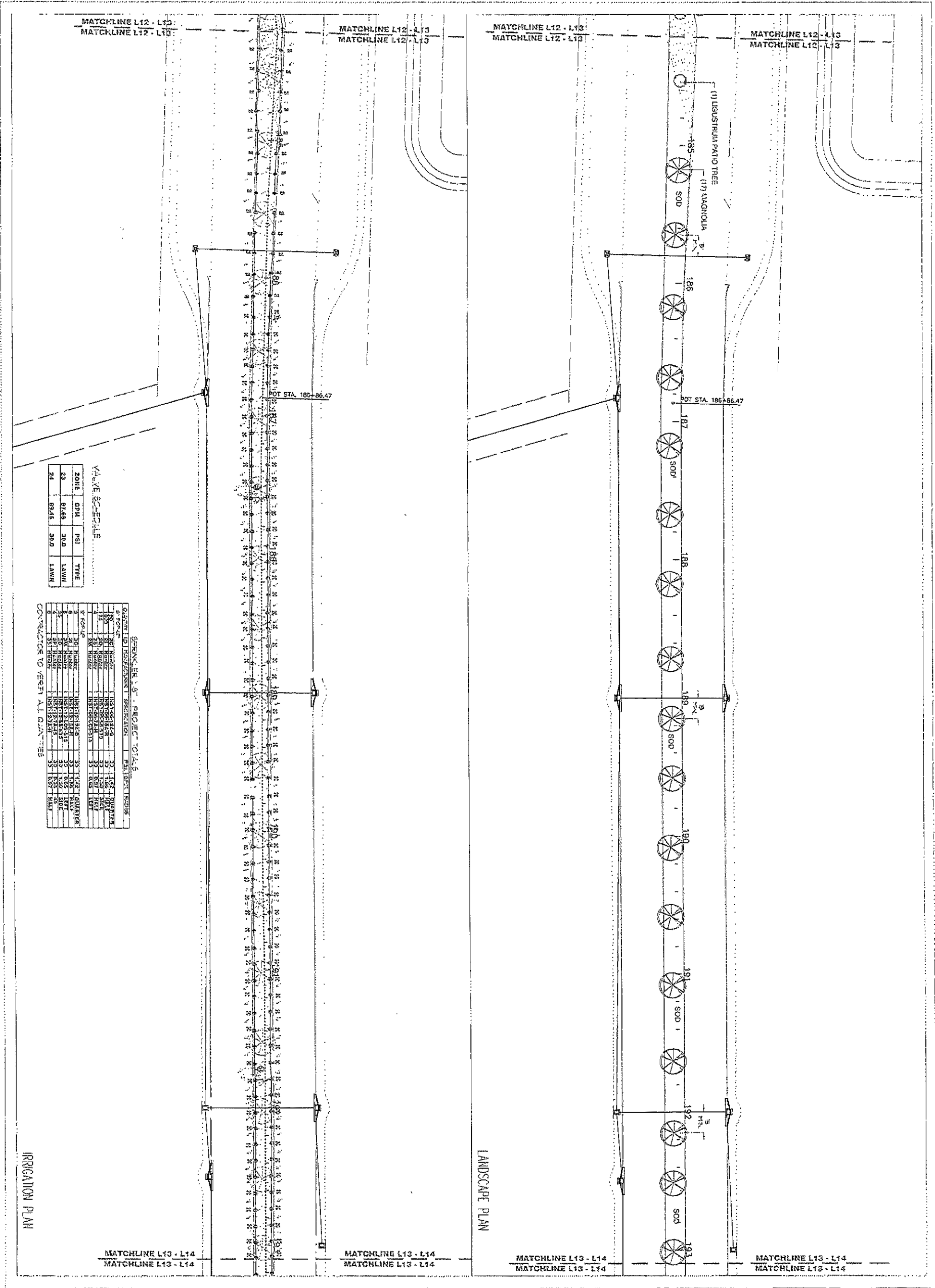
1-21-08	NEW INTERSECTION AS STATION 130
2-26-08	PER COUNTY COMMENTS

DATE: NOVEMBER 21, 2007  
PROJECT NO.: 28668  
DESIGNED BY: JKS  
DRAWN BY: KES  
CHECKED BY: J.C.  
SCALE: 1" = 30'

SHEET TITLE  
MEDIAN LANDSCAPE PLAN

L-12  
SHEET

A & K LAND PLANNING & DESIGN Inc.  
1000 BUREAU PARK DR. JACKSONVILLE, FLORIDA 32210  
TEL: 904.287-4100  
FAX: 904.287-4100



AMELIA ISLAND CONOURSE MEDIAN PLANTING PHASE 2

DATE: NOVEMBER 22, 2007  
PROJECT NO. 2007-01  
DESIGNED BY: JKS  
DRAWN BY: JKS  
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SCALE: 1" = 30'

REVISIONS:

1-21-08 NEW INTERSECTION AS STATION 130  
2-26-08 PER COUNTY COMMENTS

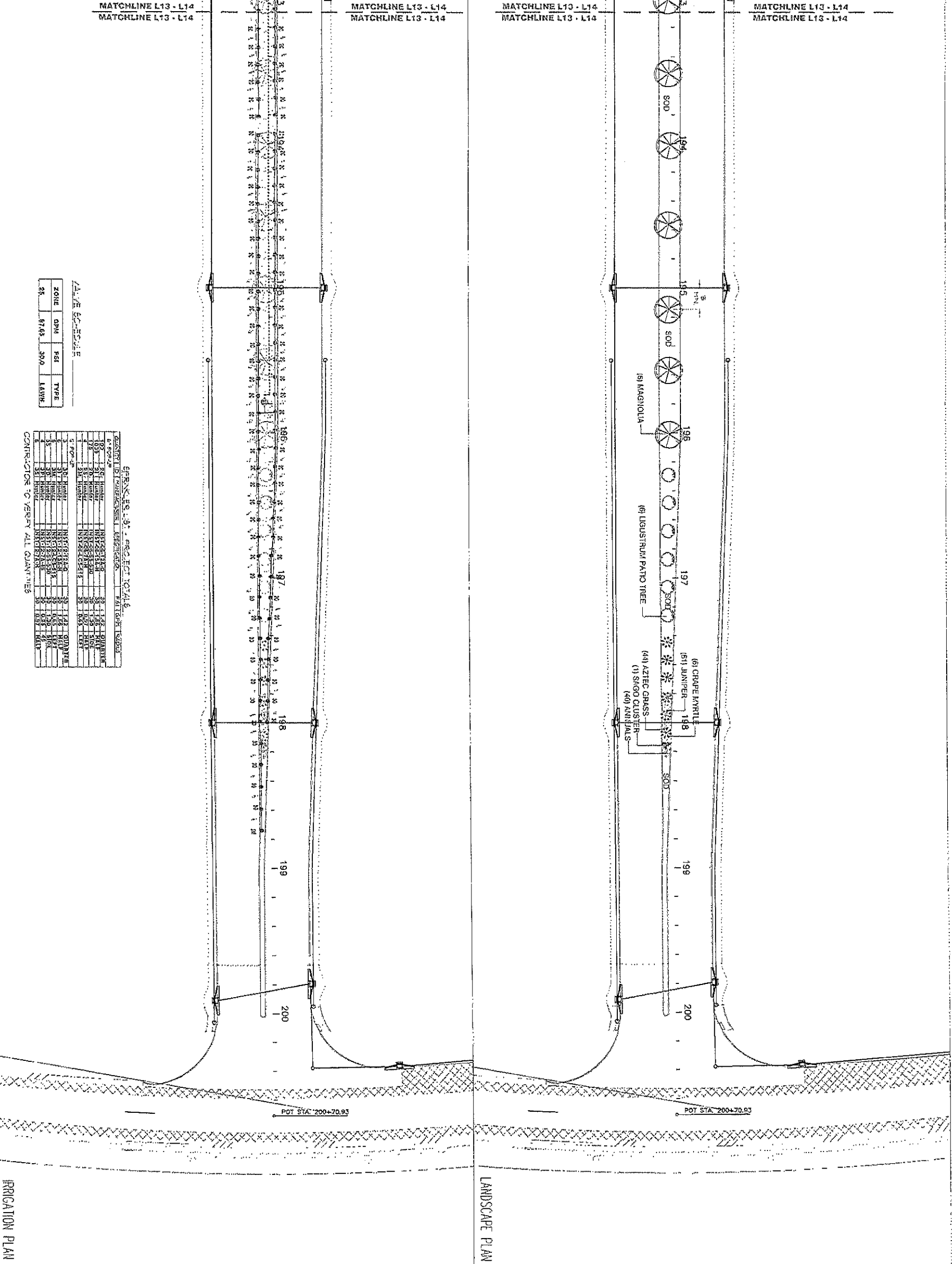
AMELIA ISLAND CONOURSE - MEDIAN PLANTING PHASE 2

A & K LAND PLANNING & DESIGN Inc.  
PHOTO (904) 287-1100  
1900 BOWEN PARKWAY DR. JACKSONVILLE, FLORIDA 32218  
E-MAIL: AKLANDPLANNING@GMAIL.COM

L-13

SHEET

MEDIAN LANDSCAPE PLAN



DATE: NOVEMBER 22, 2007

PROJECT NO.: 100611

DESIGNED BY: JKR

DRAWN BY: KSR

CHECKED BY: JCG

SCALE: 1" = 20'

SHEET NO.


LANDSCAPE PLAN

REVISIONS:

1-21-08. NEW INTERSECTION AS STATION 130



2-26-08. PER COUNTY COMMENTS


# AMELIA ISLAND CONCOURSE MEDIAN PLANTING PHASE 2



**A & K LAND PLANNING & DESIGN  
Inc.**

PHONE: (904) 257-4100  
1009 DUKEN PARK DRIVE JACKSONVILLE, FLORIDA 32233

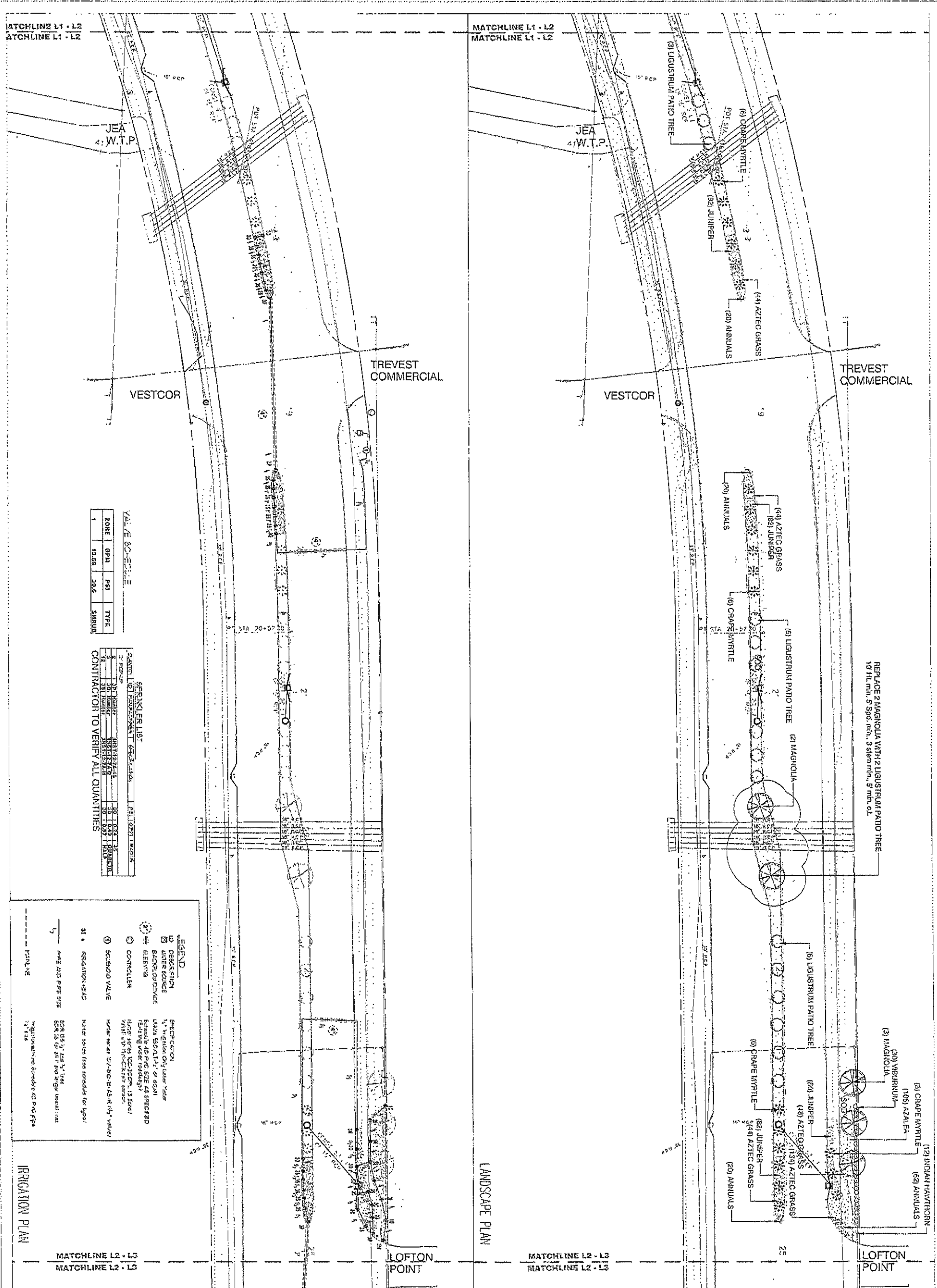


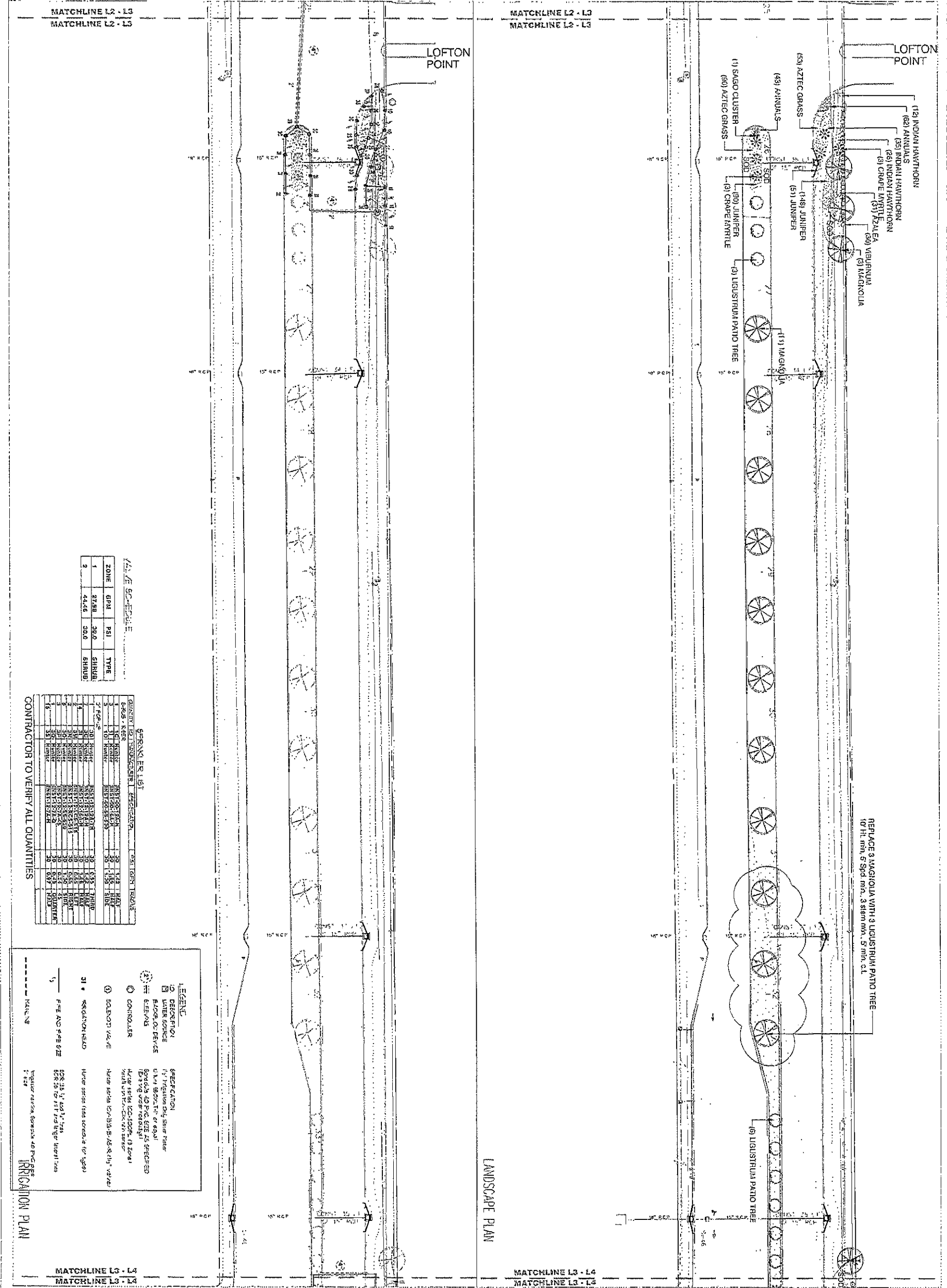
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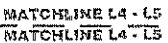
11 of 11



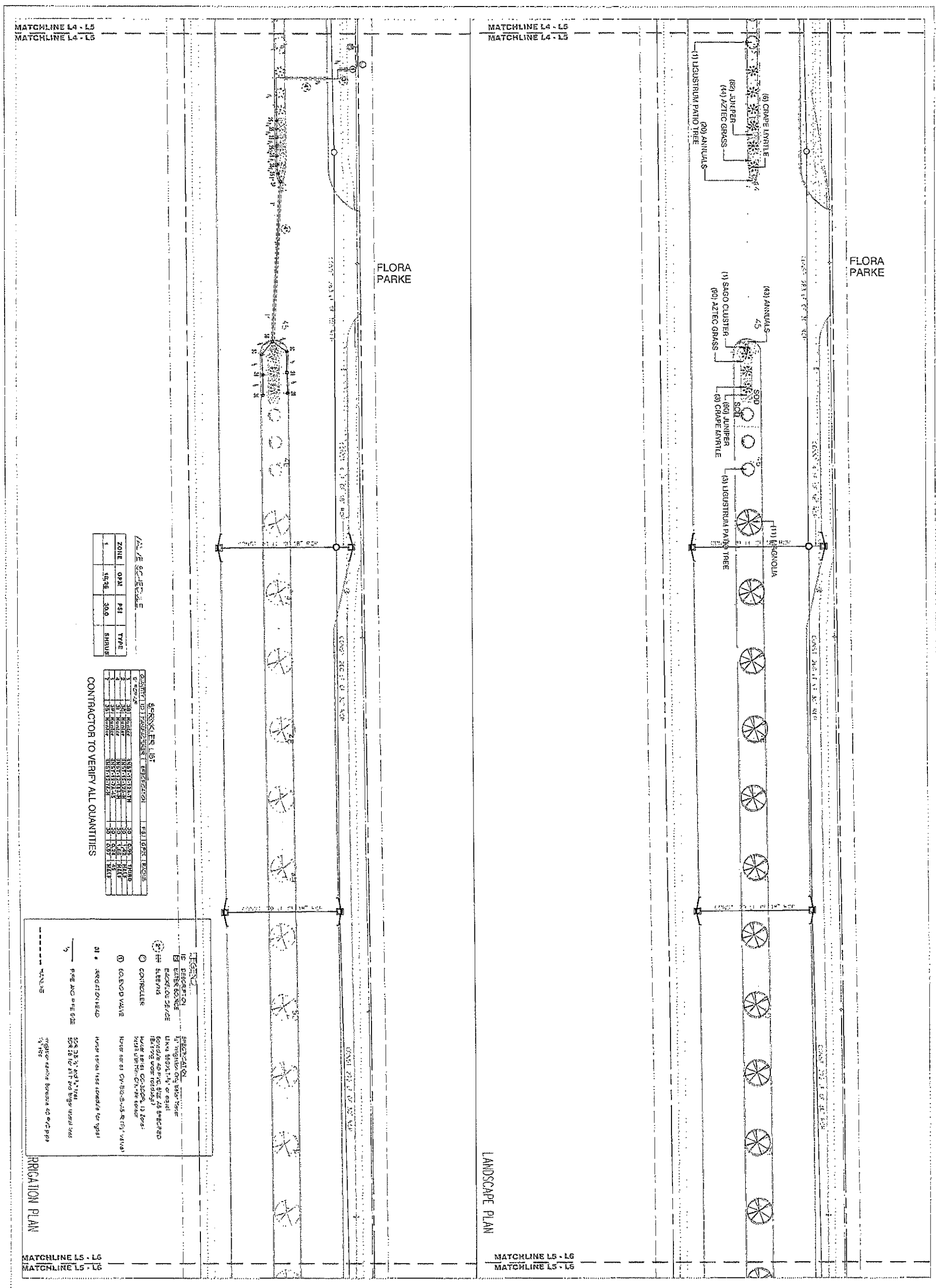







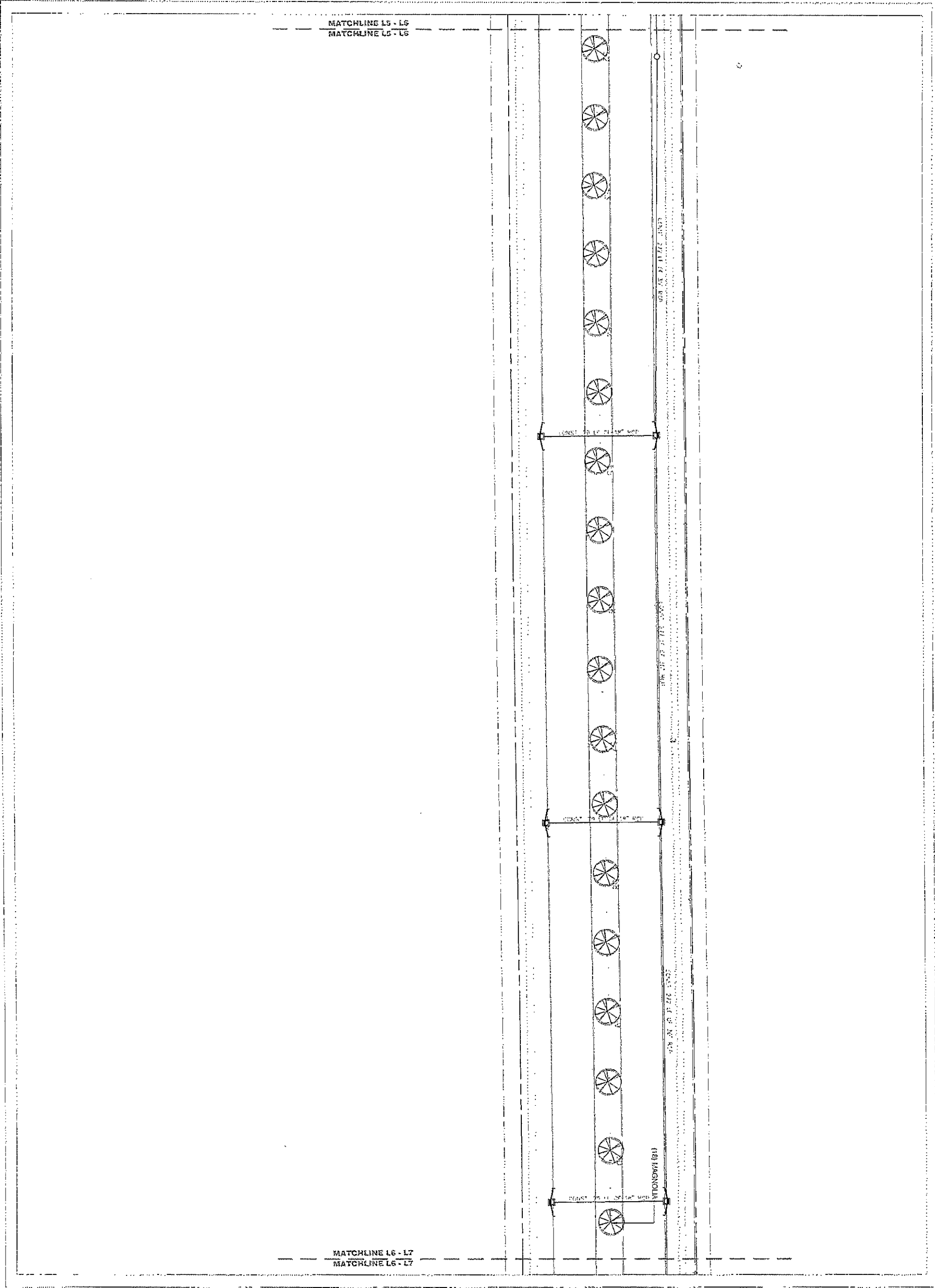




Treatment	19
<u>SHE</u>	



L-20 SHEET	MEDIAN LANDSCAPE PLAN	SHEET TITLE	DATE : MARCH 22, 2022 PROJECT NO. J-1000-01 DESIGNED BY : KSR DRAWN BY : KSR CHECKED BY : J.C.C. SCALE : 1" = 50'	 	REVISIONS : 10/30/06 PER OWNER COMMENTS 11/16/06 PER FDOT REQUIREMENTS	AMELIA ISLAND CONCOURSE MEDIAN PLANTING	 <b>A &amp; K LAND PLANNING &amp; DESIGN</b> Inc. PHONE: (804) 207-4190 6005 BURNETT PARK DR. JACKSONVILLE, FLORIDA 32233 E-MAIL: AKLANDPLANNING@GELL.SOUTH.WEY
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1-21

SHEET

MEDIAN

LANDSCAPE PLAN

SHEET TITLE

DATE: MARCH 22, 2026

PROJECT NO: 2026-01

DESIGNED BY: KES

DRAWN BY: KES

CHECKED BY: L.C.

SCALE: 1" = 30'

REVISIONS

AMELIA ISLAND CONOURSE MEDIAN PLANTING

A & K LAND PLANNING & DESIGN Inc.

PHONE: (904) 207-4100

1000 BURNING PARK DR, JACKSONVILLE, FLORIDA 32210

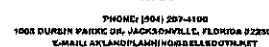
EMAIL: AKLANDPLANNING@GMAIL.COM

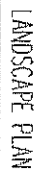
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1/23/08 IN CONJUNCTION WITH PHASE 2

AMELIA ISLAND  
CONCOURSE  
MEDIAN  
PLANTING





Sheet L-24

**Landscape Management Services Proposal  
Amelia Concourse Mowing Service  
RFP No. NC25-002-RFP**

Dear Board of County Commissioners of Nassau County Florida,

We are pleased to present our proposal for landscape management services and would like to take this opportunity to highlight why **Trim All Lawn Service** should be your preferred partner in maintaining the beauty and health of your property.

**1. Local Expertise**

As a locally owned and operated company, we have a thorough understanding of the unique needs and preferences of our community. This allows us to tailor our services to best suit the specific requirements of your landscape.

**2. Quick Response Times**

Should you require immediate assistance; rest assured that help is always within reach. With our office and dedicated team conveniently located in Fernandina Beach, we are positioned to provide fast and responsive service whenever you need it.

**3. Commitment to Quality**

Our reputation for excellence is of utmost importance to us. We take immense pride in providing exceptional service, with customer satisfaction being our highest priority.

**4. Investing in the Community**

By choosing **Trim All Lawn Service**, you're not only selecting a reliable service provider, but you are also supporting the local economy. Your partnership helps sustain jobs and contributes to the growth and vibrancy of our neighborhood.

**5. Tailored Care**

We treat every lawn with the same care and attention as if it were our own. At **Trim All Lawn Service**, you're more than just a client – you're a valued member of our community, and your satisfaction drives our efforts.

**6. Excellence and Accountability**

We set high standards for our team to foster a culture of excellence and accountability. Our employees are committed to delivering top-notch performance, professionalism, and integrity in every task they perform.

Additionally, we would like to assure you of our unwavering commitment to safety and professionalism:

- **Trim All Lawn Service** is registered and utilizes the **E-Verify** system.
- We maintain a **drug-free workplace** to ensure the safety and productivity of our team.
- Our employees wear **uniforms**, which reflect our cohesive team spirit and dedication to professionalism.

- We are fully **licensed and insured**, offering peace of mind and demonstrating our commitment to accountability and the protection of both our clients and staff.

We look forward to the opportunity to work with you and enhance the beauty of your landscape. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact us.

Thank you for considering **Trim All Lawn Service** as your trusted landscape management partner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Lee', is written over the word 'Sincerely,'.

Jason Lee

Branch Operator

**Trim All Lawn Service**

942350 Old Nassauville Road

Fernandina Beach, FL 32034

Office: (904)491-3232

Email: [Jason.lee@trimalllawnservice.com](mailto:Jason.lee@trimalllawnservice.com)

## Table of Contents

1.	<b>Introduction .....</b>	1 - 2
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### **Tab 3 - Knowledge and Qualifications**

#### **Firm's Organization, Structure, and Philosophy:**

Trim All Lawn Service is dedicated to providing personalized, high-quality lawn care services. We prioritize our community's needs and satisfaction, offering prompt response times and tailored services to ensure the best outcomes for every client. Our commitment to excellence is reflected in our strong standards of professionalism, accountability, and safety, as well as our fully licensed, insured, and drug-free workplace. By supporting us, you're investing in the local economy and fostering the growth of our neighborhood. We treat every lawn as if it were our own, creating lasting relationships with our valued clients while maintaining the highest level of service and care.

#### **Years of Experience:**

With over 21 years of experience in the landscape management industry, we have developed a reputation for excellence in service delivery. Our team has worked on numerous projects of varying scale and complexity, making us well-equipped to handle the needs of Nassau County.

#### **Relevant Background Information and Minimum Qualifications:**

Our firm meets and exceeds the minimum qualifications for this solicitation. We have extensive experience in landscape maintenance for Amelia Concourse Roadway, we were awarded and held the contract for Amelia Concourse mowing services from August 2009 until February 2023. Our team possesses the necessary expertise and resources to complete tasks efficiently and in compliance with project specifications.

#### **Knowledge of Applicable Laws and Compliance:**

We are fully knowledgeable of and comply with all federal, state, and local laws and regulations relevant to landscape management services. This includes maintaining up-to-date knowledge of environmental, labor, and safety laws that apply to landscaping operations. We are committed to adhering to all regulations to ensure safe and lawful service delivery.

#### **Experience with Similar Properties and Scope of Work:**

We have significant experience maintaining properties of a scale and complexity similar to Nassau County's technical specifications and scope of work (as outlined in Exhibit A). We were awarded and held the contract for Amelia Concourse mowing services from August 2009 until February 2023. This contract involved intensive landscape maintenance along Amelia Concourse, spanning approximately 3.8 miles from SR A1A to CR107. Our responsibilities included regular mowing, edging, trimming, installation of mulch & flowers, and debris removal to ensure the area's aesthetic appeal and safety. We are confident that our expertise aligns perfectly with the requirements of this project and we are fully capable of meeting or exceeding the expectations outlined in the Nassau County Technical Specifications.

#### TAB 4 – Professional References

1. **Name:** Paul Audet  
**Position:** Board President of Ocean Village Owners Association  
**Relationship:** Current Client  
**Phone:** (904) 556-4238  
**Email:** paulaudet57@gmail.com
2. **Name:** Alison Hulse  
**Position:** Property Manager of Crane Island Homeowners Association  
**Company:** Amelia Island Management  
**Relationship:** Current Client  
**Phone:** (904) 556-0616  
**Email:** alison.hulse@omnihotels.com
3. **Name:** Wynn Fendig  
**Position:** Property Manager of Club Villas Owners Association  
**Company:** Fendig Group  
**Relationship:** Current Client  
**Phone:** (904) 753-2970  
**Email:** jwfendig@fendiggroup.com
4. **Name:** Rudy Bairas  
**Position:** Manager Special Projects  
**Company:** Smurfit Westrock Fernandina Mill  
**Relationship:** Current Client  
**Phone:** (740) 502-2572  
**Email:** rudy.bairas@smurfitwestrock.com

## **TAB 5 - Resources and Staff**

### **1. Ability to Meet Scope of Work and Specifications:**

**Trim All Lawn Service** is fully equipped to meet the scope of work and specifications for Nassau County's rights-of-way. Our extensive experience in landscape management allows us to provide high-quality, reliable service tailored to the unique needs of each project. We have the necessary resources, skilled personnel, and equipment to execute all aspects of this work. However, should any work fall outside of our scope, such as major tree removal or specialized landscaping that requires specific certifications or machinery, we will clearly communicate those requirements and collaborate with trusted, certified contractors to ensure the job is completed.

### **2. Procedure for Processing and Resolving Customer Questions, Issues, and Complaints:**

We prioritize customer satisfaction and have established a responsive system for addressing questions, issues, and complaints.

- Our customer service team is available via phone, email, or our online portal, ensuring quick and efficient communication.
- We have a dedicated staff member responsible for handling customer concerns, and any issue raised will be acknowledged within 24 hours.
- Resolution is a top priority, and we make it our goal to address all concerns within 48 hours, providing updates throughout the process.

### **3. Service Warranties or Service Guarantees:**

We offer a satisfaction guarantee on all services. If you are not fully satisfied with the quality of our work, we will promptly address the issue at no additional cost. This guarantee applies to all standard services, including lawn mowing, trimming, and landscape maintenance. Our commitment to quality means we stand behind our work and are dedicated to meeting your expectations.

### **4. Equipment Used to Complete Work on Nassau County's Rights-of-Way:**

Our fleet of modern equipment includes:

- **Commercial lawn mowers** (zero-turn and riding mowers) for efficient and even mowing of large areas.
- **String trimmers and edgers** for detailed trimming and maintenance along sidewalks, curbs, and other hard-to-reach areas.
- **Blowers** for clearing debris after maintenance.
- **Trucks and trailers** for transportation of equipment and waste removal.
- **Safety and traffic control equipment** such as cones and warning signs to ensure the safety of workers and the public while operating in rights-of-way.

All our equipment is regularly maintained to ensure optimal performance and safety.

### **5. Approach and Procedures for Ensuring Safety:**

Safety is a core value at **Trim All Lawn Service**. We follow a comprehensive safety protocol, which includes:

- Ongoing employee safety training, particularly for work in public spaces such as rights-of-way.
- Use of safety gear, including high-visibility vests and high-visibility hats.
- Proper signage and barriers to protect both employees and the public.
- Adherence to traffic control measures when working near roads, ensuring minimal disruption to traffic flow and reducing the risk of accidents.
- Regular safety audits and equipment checks to identify and address any hazards.

## 6. Distinguishing Characteristics of the Company:

What sets us apart from competitors is our:

- **Local Expertise:** As a community-based company, we understand Nassau County's specific needs and are able to deliver highly personalized services.
- **Quick Response Times:** We are based in Fernandina Beach, only 1.4 miles from Amelia Concourse Roadway, which allows us to provide prompt service and address any issues without delay.
- **Commitment to Quality and Accountability:** Our team operates with a high degree of professionalism and integrity, ensuring that every job is performed to the highest standards.
- **Sustainability Practices:** We are committed to eco-friendly practices, including the use of organic fertilizers and sustainable landscape management techniques.

## 7. Size of the Company:

**Trim All Lawn Service** is a well-established company with a solid presence in the local market. Currently, we manage a diverse portfolio of residential, commercial, and municipal accounts, and we maintain a team of forty-seven (47) full-time employees. We service approximately 125 acres of lawn each week and are equipped to handle large-scale projects while providing personalized care.

## 8. Personnel Assigned to Nassau County Account:

For the Nassau County project, we have designated a team of highly skilled and experienced personnel, including:

- **Jason Lee , Branch Operator:** With over 21 years in the landscape management industry, Jason will oversee all operations, ensuring smooth project execution and customer satisfaction.
- **John Rooney, Service Manager:** A seasoned expert in lawn care and maintenance, John will supervise the day-to-day operations and manage the crew working on-site.

Each member of the team has received thorough training and is dedicated to providing the highest quality service.

## 9. Number of Acres Mowed Each Week:

On average, we mow approximately 125 acres of lawn each week, servicing both residential and commercial properties. This experience equips us with the necessary skills and capacity to manage large areas of public land, such as Nassau County's rights-of-way, efficiently and with attention to detail.

**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.).**

**APPENDIX "B"**  
**PRICE SHEET****APPENDIX "B"**  
**PRICE SHEET**

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

Service Type	Annual Cost
Amelia Concourse Road	\$120,180.00

Annual pricing will be used for each of the initial 3 years of the contract.

BY: \_\_\_\_\_

  
(Signature)\_\_\_\_\_  
Jason Lee

(Above name Printed or Typed)

Company: Trim All Lawn ServiceAddress: 942350 Old Nassauville RoadCity, State, Zip: Fernandina Beach, FL 32034Phone Number: 904-491-3232E-Mail: office@trimalllawnservice.com

## **TAB 7 – Missing from RFP**

**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.**

# 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  
RFP NO. NC25-002-RFP Amelia Concourse Mowing Services.
2. This sworn statement is submitted by Keyserv Company, LLC dba Trim All Lawn Service  
(entity submitting sworn statement), whose business address is  
942350 Old Nassauville Road, Fernandina Beach, FL 32034  
and its Federal Employee Identification  
Number (FEIN) is 87-3995933. (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Jason Lee (please print name of individual signing),  
and my relationship to the entity named above is Branch Operator.
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.)*

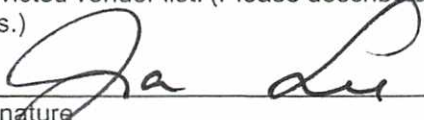
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent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

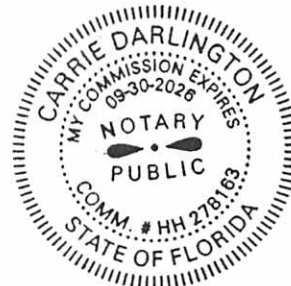
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
 Signature  
 03/11/2025  
 Date

State of: Florida  
 County of: Nassau

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or \_\_\_\_\_ online notarization, this 11th day of March, 2025 by Jason Lee who is ☒ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

  
 Notary Public  
 My commission expires: 09/30/2026





**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: Ocean Village Owners Association

Address: Ocean Village Drive

Contract Person: Paul Audet

Phone: Email: paulaudet57@gmail.com (904) 556-4238

Project Description: Lawn Maintenance

Contract \$ Amount: \$326,244.00

Date Completed: Current Customer

Reference #2:

Company/Agency Name: Smurfit Westrock Fernandina Mill

Address: 600 N. 8th Street, Fernandina Beach, FL 32034

Contract Person: Rudy Bairas

Phone: Email: rudybairas@smurfitwestrock.com (740) 502-2572

Project Description: Lawn Maintenance

Contract \$ Amount: \$144,115.20

Date Completed: Current Customer

Reference #3:

Company/Agency Name: Crane Island Homeowners Association

Address: 3163 Bailey Road, Fernandina Beach, FL 32034

Contract Person: Alison Hulse

Phone: Email: alisonhulse@omnihotels.com (904) 556-0616

Project Description: Lawn Maintenance

Contract \$ Amount: \$159,282.00

Date Completed: Current Customer

**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: Trim All Lawn Service

Attn: Jason Lee

Mailing Address: 942350 Old Nassauville Road, Fernandina Beach, FL 32034

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): Jason Lee

Title: Branch Operator

Email Address: Jason.lee@trimalllawnservice.com

Phone Number: (904) 491-3232

## FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that  
Keyserv Company, LLC dba Trim All Lawn Service (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  
03/11/2025  
 \_\_\_\_\_  
 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 11th day of March, 20 25 by Jason Lee  
 \_\_\_\_\_ who is ✓ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_  
 as identification.

Car Dalton  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 09/30/2026



**FORM D**  
**E-VERIFY AFFIDAVIT**

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

Project Name: Amelia Concourse Mowing Services

Bid No./Contract No.: NC25-002-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:**

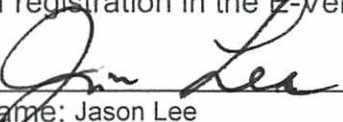
- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, 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 Keyserv Company, LLC dba Trim All Lawn Service (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 Trim All Lawn Service (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

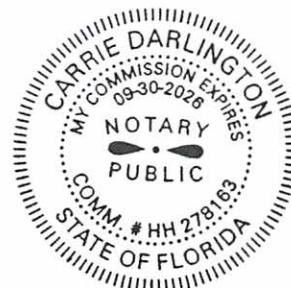
  
 Print Name: Jason Lee  
 Date: 03/11/2025

STATE OF FLORIDA  
 COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 03/11/2025 (Date) by Jason Lee (Name of Officer or Agent, Title of Officer or Agent) of Trim All Lawn Service (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

  
 Notary Public  
Carrie Darlington  
 Printed Name

My Commission Expires: 09/30/2026





Company ID Number: 2206994

Approved by:

<b>Employer</b>	
Trim All Lawn Service, Inc.	
<b>Name (Please Type or Print)</b> Jason Lee	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/12/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/12/2023



Company ID Number: 2206994

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Trim All Lawn Service, Inc.
Company Facility Address	942350 Old Nassauville Road Fernandina Beach, FL 32034
Company Alternate Address	
County or Parish	NASSAU
Employer Identification Number	200142932
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 2206994



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

FL	1
----	---



**Company ID Number:** 2206994

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

Name	Jason Lee
Phone Number	9044913232
Fax	
Email	Jason.trimall@gmail.com



Company ID Number: 2206994



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

# **FORM D - 2** **SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that INTEGRITY Lawn & Ornamental (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 INTEGRITY Lawn & Ornamental (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

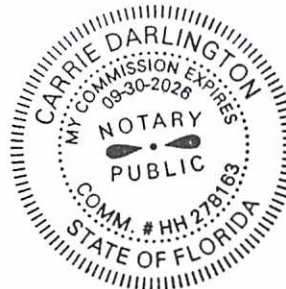
[Signature]  
Print Name: Michael Petschke  
Date: 3/11/25

STATE OF FLORIDA  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 03/11/2025 (Date) by Michael Petschke (Name of Officer or Agent, Title of Officer or Agent) of Integrity Lawn & Ornamental (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Carrie Darlington  
Printed Name

My Commission Expires: 09/30/2026



**FORM E****COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT****Section 787.06, Florida Statutes****Contract, contract renewals and contract extensions**

Before me the undersigned authority, personally appeared  
Jason Lee, whom after being duly sworn, deposes and states:  
 Affiant

1. My name is \_\_\_\_\_ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with Keyserv Company, LLC dba Trim All Lawn Service, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: 

Firm Name: Keyserv Company, LLC dba Trim All Lawn Service

Title: Branch Operator

Date: 03/11/2025

**Acknowledgment**

The foregoing Affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11th day of March, 2025, by Jason Lee who is personally known to me or who has produced \_\_\_\_\_ as identification.



Signature: 

Request for Taxpayer  
Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**KEYSERV COMPANY, LLC**

2 Business name/disregarded entity name, if different from above.  
**DBA TRIM ALL LAWN SERVICE**

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  

☐ Individual/sole proprietor    ☐ C corporation    ☐ S corporation    ☐ Partnership    ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.  
**910 SOUTH 8TH STREET, SUITE 100**

6 City, state, and ZIP code  
**FERNANDINA BEACH, FLORIDA 32034**

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
 -  - 

or

Employer identification number  

8

7

 - 

3

9

9

5

9

3

3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person    *Jacob Lachapelle*    Date    **01/01/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2025

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

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

<b>PRODUCER</b> Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta, GA 30327	<b>CONTACT NAME:</b> Madeline Stowe <b>PHONE (A/C, No, Ext):</b> (770) 314-6580 <b>FAX (A/C, No):</b> (404) 503-9101 <b>E-MAIL ADDRESS:</b> madeline.stowe@marshmma.com																					
<b>INSURED</b> KeyServ Company LLC DBA Trim All Lawn Service 1455 E Putnam Ave Old Greenwich, CT 06870	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B:</td> <td>Berkshire Hathaway Homestate Insurance Company</td> <td>20044</td> </tr> <tr> <td>INSURER C:</td> <td>Navigators Specialty Insurance Co</td> <td>36056</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkshire Hathaway Specialty Insurance Company	22276	INSURER B:	Berkshire Hathaway Homestate Insurance Company	20044	INSURER C:	Navigators Specialty Insurance Co	36056	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** CL252661454**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			47GLO32785202	04/03/2024	04/03/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			47CAO32776102	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			47UMO32776302	04/03/2024	04/03/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KEWC524296	04/03/2024	04/03/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Equipment			MKLM2IM0002439	04/03/2024	04/03/2025	Aggregate Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Ironwood, a Marsh & McLennan Agency, LLC Co		NAMED INSURED KeyServ Company LLC DBA Trim All Lawn Service
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

KeyServ Holdings, LLC dba Tesh-Troxler Landscape & Design, Inc.  
KeyServ Holdings, LLC dba Landmark Landscaping Group, Inc.  
General Liability & Umbrella per project aggregate is capped at \$5,000,000.

POLICY NUMBER: 47-GLO-327852-01

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
As specifically required by the written contract referenced in Endorsement CL-UN-259-A-07/2020 Additional Insured If Required By Written Contract – ISO Terms, but only to the extent provided in (and subject to) both this Endorsement and the term	All locations and jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 AM: **April 03, 2024**  
Forms a part of Policy No.: **47-GLO-327852-01**  
Issued to: **Keyserv Holdings, LLC**  
By: **Berkshire Hathaway Specialty Insurance Company**

**ADDITIONAL INSURED IF REQUIRED BY WRITTEN  
CONTRACT – ISO TERMS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

Schedule

<b>CG20101219</b>	
<b>CG20371219</b>	

I. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

e. **Additional Insured Pursuant to Written Contract with ISO Terms:**

Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

- (1) Is in effect during this policy period;
- (2) Was executed prior to the “occurrence” with respect to any “bodily injury” or “property damage”;
- (3) Is an “insured contract”; and
- (4) Such written contract requires that the coverage provided to such person or organization must be endorsed under the terms of a specifically designated ISO Additional Insured endorsement.

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the terms of the specifically designated ISO Additional Insured endorsement as identified in the written contract and as listed in the **Schedule** above.

You or the person or organization requesting such coverage must provide written proof of the contractual terms specifying the use of the ISO Additional Insured endorsement and any additional information as required by such ISO Additional Insured endorsement(s).

If the written contract does not specify that an ISO Additional Insured endorsement must be provided or the specified ISO Additional Insured endorsement is not included in the **Schedule** above, then this

paragraph I. shall not apply, and coverage for a qualified additional insured shall be pursuant to and in accordance with the provisions of paragraph II. immediately below.

**II. Where paragraph I. above does not apply, then the following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:**

e. Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

- (1) Is in effect during this policy period;
- (2) Was executed prior to the “occurrence” with respect to any “bodily injury” or “property damage”; and
- (3) Is an “insured contract”.

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the current applicable edition of ISO Additional Insured endorsement CG 20 10; CG 20 37; or both.

You or the person or organization requesting such coverage must provide written proof of the contractual terms and any additional information as required by such ISO Additional Insured endorsement(s).

**III.** Where either paragraph I. or II. applies, then any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent, or on any other basis, unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

**IV.** Where either paragraph I. or II. applies and in accordance with the terms and conditions of the policy, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of this policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.		
<b>Job Description</b>		<b>Waiver Premium</b>	
All FL Operations		2,067.00	

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/03/2024	Policy No.: KEWC524296	Endorsement No.:
Insured:		Premium \$
Insurance Company: Berkshire Hathaway Homestate Ins Co		

WC 00 03 13

(Ed. 4-84)

Countersigned by \_\_\_\_\_